

# Exhibit C

**CHUBB®**

*Notice to our Producers*

***Policy Surcharge To Recoup New Jersey Property - Liability  
Insurance Guaranty Association Assessments***

The New Jersey Property - Liability Insurance Guaranty Association ("PLIGA") is empowered to assess its member insurers in order to provide sufficient funds for PLIGA to pay claims against insurers that have been judicially declared insolvent. Insurers are currently required to recoup such assessments through a policy surcharge on premiums for policies providing the kinds of insurance to which PLIGA's obligations apply. Policies issued or renewed on or after May 1, 1997 are subject to this surcharge which will be separately identified on the premium bills as "PLIGA Surcharge".

If the premium is paid by installment the full surcharge must be paid with the first premium installment. PLEASE NOTE that by law, this surcharge is not considered premium for the purpose of commissions. Also, this surcharge shall not apply to assessments made by PLIGA pursuant to the Fair Automobile Insurance Reform Act of 1990.

If you have any questions, or require additional information please contact your local Chubb underwriter.

Very truly yours,

CHUBB  
A division of Federal Insurance Company  
Manager

**CHUBB®****Customarq Series****Customarq Classic Insurance Program****Premium Bill**

*Policy Period* DECEMBER 4, 2020 TO DECEMBER 4, 2021

*Effective Date* DECEMBER 4, 2020

*Policy Number* 3603-87-65 EUC

*Insured* ALUMINUM SHAPES LLC

*Name of Company* CHUBB INSURANCE COMPANY OF NEW JERSEY

*Date Issued* DECEMBER 23, 2020

**Portion of total premium attributable for terrorism and statutory standard fire where applicable is \$ 254.00**

PLEASE SEND PAYMENT TO AGENT OR BROKER.

<i><b>Date Payment Due</b></i>	<i><b>Premium</b></i>
DECEMBER 4, 2020	\$ 6,711.26
JANUARY 4, 2021	\$ 2,150.69
FEBRUARY 4, 2021	\$ 2,150.69
MARCH 4, 2021	\$ 2,150.69
APRIL 4, 2021	\$ 2,150.69
MAY 4, 2021	\$ 2,150.69
JUNE 4, 2021	\$ 2,150.69
JULY 4, 2021	\$ 2,150.69
AUGUST 4, 2021	\$ 2,150.69
SEPTEMBER 4, 2021	\$ 2,150.69
<b>TOTAL</b>	<b>\$ 26,067.47</b>

Commission 0.00%

WHEN SENDING PAYMENT, PLEASE INDICATE POLICY NUMBER ON YOUR CHECK.

NOTE: PLEASE RETURN THIS BILL WITH PAYMENT AND INCLUDE ANY ADDITIONAL CHANGES.

PLIGA SURCHARGE \$ 155.47

Producer:

CONNER STRONG & BUCKELEW COMPANIES LLC  
PO BOX 99106  
CAMDEN, NJ 08101-0000



## **IMPORTANT NOTICE TO POLICYHOLDERS**

### **TERRORISM RISK INSURANCE ACT**

This Important Notice is being provided with your policy to further satisfy the disclosure requirements of the Terrorism Risk Insurance Act.

At the time you received the written offer for this policy, we provided you with an Important Notice to Policyholders indicating that the insurance provided in your policy for losses caused by certain acts of terrorism (as defined in the Terrorism Risk Insurance Act) would be partially reimbursed by the United States of America, pursuant to the formula set forth in the Terrorism Risk Insurance Act. In addition, as required by the Terrorism Risk Insurance Act, we:

- indicated that we would make available insurance for such losses in the same manner as we provide insurance for other types of losses;
- specified the premium we would charge, if any, for providing such insurance; and
- except to the extent prohibited by law, gave you the opportunity to reject such insurance and have a terrorism exclusion, sublimit or other limitation included in your policy.

This Important Notice refers back to that Important Notice and provides information about your decision and the manner in which your policy has been subsequently modified.

If:

- You rejected terrorism insurance under the Terrorism Risk Insurance Act, your policy includes the appropriate amendatory endorsement(s).
- You did not reject terrorism insurance under the Terrorism Risk Insurance Act, the premium charged for your policy, including that portion applicable to terrorism insurance under the Terrorism Risk Insurance Act, is shown in your policy. To the extent your policy includes a limitation on terrorism insurance, it has been modified so that such limitation does not apply to terrorism insurance under the Terrorism Risk Insurance Act.

Please carefully review your policy and the Important Notice previously provided to you for further details. Please remember that only the terms of your policy establish the scope of your insurance protection.

**Please note that if your policy:**

- ***provides commercial property insurance in a jurisdiction that has a statutory standard fire policy, the premium we charge for terrorism insurance under the Terrorism Risk Insurance Act, includes an amount attributable to the insurance provided pursuant to that standard fire policy. Rejection of such statutory insurance is legally prohibited.***
- ***is a workers compensation policy, rejection of insurance for terrorism is legally prohibited.***

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



## **IMPORTANT NOTICE TO POLICYHOLDERS**

**This Important Notice is not your policy. Please read your policy carefully to determine your rights, duties, and what is and what is not covered. Only the provisions of your policy determine the scope of your insurance protection.**

**THIS IMPORTANT NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS.**

**PLEASE READ THIS NOTICE CAREFULLY.**

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Various trade or economic sanctions and other laws or regulations prohibit us from providing insurance in certain circumstances. For example, the United States Treasury Department's Office of Foreign Asset Control (OFAC) administers and enforces economic and trade sanctions and places restrictions on transactions with foreign agents, front organizations, terrorists, terrorists organizations, and narcotic traffickers. OFAC acts pursuant to Executive Orders of the President of the United States and specific legislation, to impose controls on transactions and freeze foreign assets under United States jurisdiction. (To learn more about OFAC, please refer to the United States Treasury's web site at <http://www.treas.gov/ofac>.)

To the extent that you or any other insured, or any person or entity claiming the benefits of this insurance has violated any applicable sanction laws, this insurance will not apply.

We have added a condition or section that applies to the entire policy called Compliance With Applicable Trade Sanctions, which stipulates that your insurance policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.



## *POLICYHOLDER NOTICE*

All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter "Chubb") distribute their products through licensed insurance brokers and agents ("producers"). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at [www.chubb.com](http://www.chubb.com), or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb.

**Customarq Series**

**CHUBB®**

## Customarq Classic Insurance Program

FOR

**ALUMINUM SHAPES LLC**

**Producer:**

CONNER STRONG & BUCKELEW COMPANIES LLC  
2 COOPER ST 18TH FL  
CAMDEN, NJ 08101-0000  
Attn: LEWY SCANLON

**Chubb Servicing Office:**

PHILADELPHIA  
436 WALNUT STREET  
PHILADELPHIA, PA 19106  
Attn: ERIN HAMMOND



**Customarq Series**  
**Customarq Classic Insurance Program**

*How To Report A Loss*

To report a **Loss**, use the following procedure.

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**Loss Notification**

If an **Insured Person** has a **Loss**, please contact us by telephone as soon as possible for further assistance:

Telephone Number: 1-800-252-4670

24 hours a day, 7 days a week

**Fax Number**

You may also fax the loss report during normal business hours to:

Fax Number: 1-800-300-2538

**Mailing Address**

You may mail your loss report to the following address:

Chubb Group Of Insurance Companies  
Claim Service Center  
600 Independence Parkway  
P.O. Box 4700  
Chesapeake, Va. 23327-4700



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***Customarq Series***  
***Customarq Classic Insurance Program***

***Table Of Contents***

This Table Of Contents is provided to acquaint you with the overall organization of this policy.

**POLICY ORGANIZATION**

Insuring Agreement

Premium Summary

Liability Insurance Section

Liability Schedule Of Forms & Declarations

Liability Contracts \*

Liability Endorsements

Common Policy Section

Common Policy Conditions

Common Policy Endorsements

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\* Note: Each contract within a section has its own Table Of Contents to facilitate your use of them.

**CHUBB®**

*Insuring Agreement*

**Chubb Group of Insurance Companies**  
**202B Hall's Mill Road**  
**Whitehouse Station, NJ 08889**

*Named Insured and Mailing Address*

ALUMINUM SHAPES LLC  
9000 RIVER ROAD  
DELAIR, NJ 08110

*Policy Number* 3603-87-65 EUC

*Effective Date* DECEMBER 4, 2020

*Issued by the stock insurance company  
indicated below, herein called the company.*

**CHUBB INSURANCE COMPANY  
OF NEW JERSEY**

*Producer No.* 0051889

*Incorporated under the laws of  
NEW JERSEY*

*Producer* CONNER STRONG & BUCKELEW COMPANIES LLC  
2 COOPER ST 18TH FL  
CAMDEN, NJ 08101-0000

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***Company and Policy Period***

Insurance is issued by the company in consideration of payment of the required premium.

This policy is issued for the period 12:01 AM standard time at the Named Insured's mailing address shown above:

From: DECEMBER 4, 2020 To: DECEMBER 4, 2021

Your acceptance of this policy terminates, effective with the inception of this policy, any prior policy of the same number issued to you by us.

This Insuring Agreement together with the Premium Summary, Schedule Of Forms, Declarations, Contracts, Endorsements and Common Policy Conditions comprise this policy.

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the company.

*President*

*Secretary*

*Authorized Representative*

**CHUBB®**

**Customarq Series**  
**Customarq Classic Insurance Program**

**Premium Summary**

**Chubb Group of Insurance Companies**  
**202B Hall's Mill Road**  
**Whitehouse Station, NJ 08889**

**Named Insured and Mailing Address**

ALUMINUM SHAPES LLC  
9000 RIVER ROAD  
DELAIR, NJ 08110

**Policy Number** 3603-87-65 EUC

**Effective Date** DECEMBER 4, 2020

*Issued by the stock insurance company  
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**CHUBB INSURANCE COMPANY  
OF NEW JERSEY**

**Producer No.** 0051889

*Incorporated under the laws of  
NEW JERSEY*

**Producer** CONNER STRONG & BUCKELEW COMPANIES LLC  
2 COOPER ST 18TH FL  
CAMDEN, NJ 08101-0000

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**Policy Period**

**From:** DECEMBER 4, 2020 **To:** DECEMBER 4, 2021  
12:01 A.M. standard time at the Named Insured's mailing address shown above.

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**Premium Payment**

The First Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

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**Premium Audit**

Certain classifications within our rates and rules indicate that premiums calculated therefrom can be significantly affected by large increases or decreases in your business results. Based upon our underwriting review of information provided by you, we may at our discretion perform a premium audit. You may also request such an audit.

If an audit is conducted and additional premiums are due, they are payable upon notice to the First Named Insured. If as a result of an audit the premium paid is greater than the earned premium, we will return the excess to the First Named Insured. The First Named Insured must keep records of the information we need to perform the audit and send us copies at such times as we may request.

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**Coverage**

**Rate**

**Premium**

**LIABILITY INSURANCE SECTION**

**\$ 25,912**

**CHUBB®**

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**Premium Summary**  
(continued)

**TOTAL** **\$ 25,912**

If ATD coverage is provided on this policy, additional certificate and handling fees may be imposed during the policy term.

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**Coverage Premium**

Additional certificate and handling fees may be imposed as respects to certification of pressure equipment as mandated by State and/or local jurisdictional authorities.

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**Payment Plan**

This policy premium is being billed as follows. The amounts shown are due and payable as of the dates shown below:

<u><b>Date Payment Due</b></u>	<u><b>Amount Due</b></u>
DECEMBER 4, 2020	\$ 6,711.26
JANUARY 4, 2021	\$ 2,150.69
FEBRUARY 4, 2021	\$ 2,150.69
MARCH 4, 2021	\$ 2,150.69
APRIL 4, 2021	\$ 2,150.69
MAY 4, 2021	\$ 2,150.69
JUNE 4, 2021	\$ 2,150.69
JULY 4, 2021	\$ 2,150.69
AUGUST 4, 2021	\$ 2,150.69
SEPTEMBER 4, 2021	\$ 2,150.69
PLIGA SURCHARGE	\$ 155.47

***Liability Insurance Section***

***Declarations***

**CHUBB®**

## ***Liability Insurance***

### ***Schedule of Forms***

*Policy Period* DECEMBER 4, 2020 TO DECEMBER 4, 2021

*Effective Date* DECEMBER 4, 2020

*Policy Number* 3603-87-65 EUC

*Insured* ALUMINUM SHAPES LLC

*Name of Company* CHUBB INSURANCE COMPANY OF NEW JERSEY

*Date Issued* DECEMBER 23, 2020

The following is a schedule of forms issued as of the date shown above:

<i>Form Number</i>	<i>Edition Date</i>	<i>Form Name</i>	<i>Effective Date</i>	<i>Date Issued</i>
80-02-6541	3-05	CONDITION - PREMIUM AUDIT	12/04/20	12/23/20
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	12/04/20	12/23/20
80-02-2305	3-17	ADDL INSD - OWNER/LESS/CONT - ONGO OPS, SCHED	12/04/20	12/23/20
80-02-0010	4-94	LIABILITY DECLARATIONS	12/04/20	12/23/20
80-02-2000	4-01	GENERAL LIABILITY	12/04/20	12/23/20
80-02-2012	6-98	EMPLOYEE BENEFITS ERRORS OR OMISSIONS	12/04/20	12/23/20
80-02-2364	4-01	DEFINITION - PROD-COMPL.OPS. HAZARD REDEFINED	12/04/20	12/23/20
80-02-2394	4-01	EXCLUSION - LEAD	12/04/20	12/23/20
80-02-2653	7-09	PRIMARY NONCONTRIBUTORY-SCHEDULE PERS OR ORG	12/04/20	12/23/20
80-02-6403	1-15	CAP ON CERTIFIED TERRORISM LOSSES	12/04/20	12/23/20
80-02-6528	1-13	EXCL-INFO LAWS INCL UNAUTH OR UNSOLICIT COMMUN	12/04/20	12/23/20
80-02-6566	4-04	EXCLUSION - ASBESTOS	12/04/20	12/23/20
80-02-6588	3-06	COMPOSITE RATE	12/04/20	12/23/20
80-02-8290	5-10	EXCL - INTELLECTUAL PROPERTY LAWS OR RIGHTS	12/04/20	12/23/20
80-02-8422	4-12	EXCLUSION - POLLUTION	12/04/20	12/23/20
80-02-8423	4-12	EXCLUSION - LOSS OF USE ELECTRONIC DATA	12/04/20	12/23/20
80-02-8425	1-14	EXCL-ALCOHOLIC BEVERAGE TYPE BUSINESSES	12/04/20	12/23/20
80-02-8635	11-17	COV-PROD WITHDRWL EXP & CRISIS ASSISTANCE EXP	12/04/20	12/23/20

*last page*

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**Liability Insurance**

**Declarations**

*Named Insured and Mailing Address*

ALUMINUM SHAPES LLC  
9000 RIVER ROAD  
DELAIR, NJ 08110

**Chubb Group of Insurance Companies**  
**202B Hall's Mill Road**  
**Whitehouse Station, NJ 08889**

*Policy Number* 3603-87-65 EUC

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*Producer No.* 0051889

*Incorporated under the laws of  
NEW JERSEY*

*Producer* CONNER STRONG & BUCKELEW COMPANIES LLC  
2 COOPER ST 18TH FL  
CAMDEN, NJ 08101-0000

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**Policy Period**

From: DECEMBER 4, 2020 To: DECEMBER 4, 2021  
12:01 A.M. standard time at the Named Insured's mailing address shown above.

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**Liability Coverage**

**Limit Of Insurance**

**GENERAL LIABILITY**

GENERAL AGGREGATE LIMIT	\$ 2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000
EACH OCCURRENCE LIMIT	\$ 1,000,000
ADVERTISING INJURY AND PERSONAL INJURY AGGREGATE LIMIT	\$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$1,000,000
MEDICAL EXPENSES LIMIT	\$ 10,000

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**Liability Coverage**  
(continued)

**Limit Of Insurance**

**EMPLOYEE BENEFITS ERRORS OR OMISSIONS**

AGGREGATE LIMIT	\$ 1,000,000	
EACH CLAIM LIMIT	\$ 1,000,000	
DEDUCTIBLE - EACH CLAIM		\$ 1,000
RETROACTIVE DATE		DECEMBER 4, 2012

**RATING INFORMATION**

**STATE: NEW JERSEY**

**COVERAGE NAME:**

PREM/OPS

**CLASSIFICATION CODE NUMBER:**

00184

**CLASSIFICATION DESCRIPTION:**

PRIMARY METAL WORKERS - LOW

**PREMIUM BASIS:**

GROSS SALES:

IF ANY

**COVERAGE NAME:**

PCO

**CLASSIFICATION CODE NUMBER:**

00184

**CLASSIFICATION DESCRIPTION:**

PRIMARY METAL WORKERS - LOW

**PREMIUM BASIS:**

GROSS SALES:

IF ANY

**STATE: NEW JERSEY**

**EMPLOYEE BENEFITS**

**CLASSIFICATION CODE NUMBER:**

00176

**CLASSIFICATION DESCRIPTION:**

EMPLOYEE BENEFITS E&O

**PREMIUM BASIS:**

NUMBER OF EMPLOYEES:

360

**Chubb. Insured.™**



## ***Liability Insurance***

### ***General Liability***

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## **General Liability**

### **Contract**

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverages; Investigation, Defense And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; Exclusions; Conditions; and Definitions, as well as the Declarations, Common Policy Conditions and any Endorsements and Schedules made a part of this insurance.

Throughout this contract the words "you" and "your" refer to the Named **Insured** shown in the Declarations and other persons or organizations qualifying as a Named **Insured** under this contract. The words "we," "us" and "our" refer to the Company providing this insurance.

In addition to the Named **Insured**, other persons or organizations may qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

---

### **Coverages**

#### ***Bodily Injury And Property Damage Liability Coverage***

Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;

for **bodily injury** or **property damage** caused by an **occurrence** to which this coverage applies.

This coverage applies only to such **bodily injury** or **property damage** that occurs during the policy period.

Damages for **bodily injury** include damages claimed by a person or organization for care or loss of services resulting at any time from the **bodily injury**.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

#### ***Advertising Injury And Personal Injury Liability Coverage***

Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;

for **advertising injury** or **personal injury** to which this coverage applies.

This coverage applies only to such **advertising injury** or **personal injury** caused by an offense that is first committed during the policy period.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

---

**Coverages**  
(continued)

**Medical Expenses Coverage**

Subject to all of the terms and conditions of this insurance, we will pay **medical expenses** for **bodily injury** caused by an accident to which this coverage applies:

- that takes place on premises rented to or owned by you; or
- in connection with your operations;

provided that such:

- accident occurs during the policy period;
- expenses are incurred and reported to us within three (3) years of the date of the accident; and
- person who sustained such **bodily injury** submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

We will make these payments regardless of fault.

We have no other obligation or liability under this coverage.

---

**Investigation, Defense And Settlements**

Subject to all of the terms and conditions of this insurance, we will have the right and duty to defend the **insured** against a **suit**, even if such **suit** is false, fraudulent or groundless.

If such a **suit** is brought, we will pay reasonable attorney fees and necessary litigation expenses to defend:

- the **insured**; and
- if applicable, the indemnitee of the **insured**, provided the obligation to defend, or the cost of the defense of, such indemnitee has been assumed by such **insured** in an **insured contract**.

Such attorney fees and litigation expenses will be paid as described in the Supplementary Payments section of this contract.

We have no duty to defend any person or organization against any **suit** seeking damages to which this insurance does not apply.

We may, at our discretion, investigate any **occurrence** or offense and settle any claim or **suit**.

Our duty to defend any person or organization ends when we have used up the applicable Limit Of Insurance.

---

**Supplementary Payments**

Subject to all of the terms and conditions of this insurance, we will pay, with respect to a claim we investigate or settle, or a **suit** against an **insured** we defend:

- A. the expenses we incur.
- B. the cost of:
  - 1. bail bonds; or
  - 2. bonds required to:
    - a. appeal judgments; or

**CHUBB®**

## ***General Liability***

### ***Supplementary Payments*** (continued)

- b. release attachments;  
but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.
- C. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to \$1000 a day because of time off from work.
- D. costs taxed against the **insured** in the **suit**, except any:
  - 1. attorney fees or litigation expenses; or
  - 2. other loss, cost or expense;in connection with any injunction or other equitable relief.
- E. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- F. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty.

These payments will not reduce the Limits Of Insurance.

Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

### ***Coverage Territory***

This insurance applies anywhere, provided the **insured's** responsibility to pay damages, to which this insurance applies, is determined in a **suit** on the merits brought in the United States of America (including its possessions and territories), Canada or Puerto Rico, or in a settlement to which we agree.

### ***Who Is An Insured***

#### ***Sole Proprietorships***

If you are an individual, you and your spouse are **insureds**; but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

---

**Who Is An Insured**  
(continued)

**Partnerships Or Joint Ventures**

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

---

**Limited Liability Companies**

If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

---

**Other Organizations**

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

---

**Employees**

Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, no **employee** is an **insured** for:

**A. bodily injury, advertising injury or personal injury:**

1. to you, to any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or to any co-**employee** while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
2. to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph A.1. above; or
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. above.

With respect to **bodily injury** only, this limitation does not apply to:

- you or to your directors, managers, members, **officers**, partners or supervisors as **insureds**; or
- your **employees**, as **insureds**, with respect to such damages caused by cardio-pulmonary resuscitation or first aid services administered by such an **employee**; or

**B. property damage** to any property owned, occupied or used by you or by any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or by any of your **employees**.

This limitation does not apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

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## **General Liability**

### **Who Is An Insured** (continued)

#### **Volunteers**

Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction.

#### **Real Estate Managers**

Persons (other than your **employees**) or organizations acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate managers.

#### **Permissive Users Of Mobile Equipment**

With respect to **mobile equipment** registered in your name under a motor vehicle registration law:

- A. persons driving such equipment on a public road with your permission are **insureds**; and
- B. persons or organizations responsible for the conduct of such persons described in subparagraph A. above are **insureds**; but they are **insureds** only with respect to the operation of the equipment and only if no other insurance of any kind is available to them.

However, no person or organization is an **insured** with respect to:

- **bodily injury** to any co-**employee** of the person driving the equipment; or
- **property damage** to any property owned or occupied by or loaned or rented to you, or in your charge or the charge of the employer of any person who is an **insured** under this provision.

#### **Vendors**

Persons or organizations who are vendors of **your products** are **insureds**; but they are **insureds** only with respect to their liability for damages for **bodily injury** or **property damage** resulting from the distribution or sale of **your products** in the regular course of their business and only if this insurance applies to the **products-completed operations hazard**.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for **bodily injury** or **property damage** that such vendor would have in the absence of such contract or agreement;
- representation or warranty unauthorized by you;
- physical or chemical change in **your products** made intentionally by the vendor;
- repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then repacked in the original container;
- failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of **your products**;
- demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your products**; or
- of **your products** which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

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## **Who Is An Insured**

### **Vendors (continued)**

Further, no person or organization from whom you have acquired **your products**, or any container, ingredient or part entering into, accompanying or containing **your products**, is an **insured** under this provision.

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### **Lessors Of Equipment**

Persons or organizations from whom you lease equipment are **insureds**; but they are **insureds** only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence; or
- **occurrence** that occurs, or offense that is committed, after the equipment lease ends.

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### **Lessors Of Premises**

Persons or organizations from whom you lease premises are **insureds**; but they are **insureds** only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence;
- **occurrence** that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

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### **Subsidiary Or Newly Acquired Or Formed Organizations**

If there is no other insurance available, the following organizations will qualify as named **insureds**:

- a subsidiary organization of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- a subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

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### **Limitations On Who Is An Insured**

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.
- B. No person or organization is an **insured** with respect to the:
1. ownership, maintenance or use of any assets; or
  2. conduct of any person or organization whose assets, business or organization;



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## **General Liability**

### **Who Is An Insured**

#### **Limitations On Who Is An Insured** (continued)

you acquire, either directly or indirectly, for any:

- **bodily injury** or **property damage** that occurred; or
- **advertising injury** or **personal injury** arising out of an offense first committed; in whole or in part, before you, directly or indirectly, acquired such assets, business or organization.

#### **Limits Of Insurance**

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insureds;**
- claims made or **suits** brought; or
- persons or organizations making claims or bringing **suits**.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

#### **General Aggregate Limit**

Subject to the Each Occurrence Limit, the General Aggregate Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**, except damages included in the **products-completed operations hazard**; and
- **medical expenses**.

#### **Products-Completed Operations Aggregate Limit**

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of damages for **bodily injury** and **property damage** included in the **products-completed operations hazard**.

#### **Advertising Injury And Personal Injury Aggregate Limit**

The Advertising Injury And Personal Injury Aggregate Limit is the most we will pay for the sum of damages for **advertising injury** and **personal injury**.

#### **Each Occurrence Limit**

The Each Occurrence Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**; and
- **medical expenses**;

arising out of any one **occurrence**.

Any amount paid for damages or **medical expenses** will reduce the amount of the applicable aggregate limit available for any other payment.

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## Limits Of Insurance

### Each Occurrence Limit (continued)

If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment.

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### Damage To Premises Rented To You Limit

Subject to the Each Occurrence Limit, the Damage To Premises Rented To You Limit is the most we will pay for the sum of damages for **property damage** to any one premises while rented to you or temporarily occupied by you with permission of the owner.

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### Medical Expenses Limit

Subject to the Each Occurrence Limit, the Medical Expenses Limit is the most we will pay for the sum of **medical expenses**, under Medical Expenses coverage, for **bodily injury** sustained by any one person.

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## Bodily Injury/Property Damage Exclusions

None of the following exclusions, except "Contracts", "Expected Or Intended Injury" and "Loss In Progress", apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

### Aircraft, Autos Or Watercraft

This insurance does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any:

- aircraft;
- **auto**; or
- watercraft;

owned or operated by or loaned or rented to any **insured**.

This exclusion does not apply to:

- A. a watercraft while ashore on premises owned by or rented to you;
- B. a watercraft you do not own, provided that it:
  - 1. is less than fifty-five (55) feet long; and
  - 2. does not transport persons or cargo for a charge;
- C. the parking of an **auto** on premises owned by or rented to you, provided the **auto** is not owned by or loaned or rented to you or the **insured**;
- D. the liability for damages assumed in an **insured contract** resulting from the ownership, maintenance or use, by others, of an aircraft or watercraft;
- E. the operation of the equipment described in subparagraphs F.2. or F.3. of the definition of **mobile equipment**; or
- F. an aircraft you do not own, provided that:
  - 1. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

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## **General Liability**

### **Bodily Injury/Property Damage Exclusions**

*Aircraft, Autos Or  
Watercraft  
(continued)*

2. it is rented with a trained, paid crew; and
3. it does not transport persons or cargo for a charge

#### **Alcoholic Beverage Type Businesses**

This insurance does not apply to **bodily injury** or **property damage** for which any **insured** may be held liable by reason of:

- causing or contributing to the intoxication of any person;
- furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

#### **Contracts**

This insurance does not apply to **bodily injury** or **property damage** for which the **insured** is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages:

- that such **insured** would have in the absence of such contract or agreement; or
- assumed in an oral or written contract or agreement that is an **insured contract**, provided the **bodily injury** or **property damage**, to which this insurance applies, occurs after the execution of such contract or agreement.

#### **Damage To Alienated Premises**

This insurance does not apply to **property damage** to any premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises.

This exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by you.

#### **Damage To Impaired Property Or Property Not Physically Injured**

This insurance does not apply to **property damage** to:

- **impaired property**; or
  - property that has not been physically injured;
- arising out of any:
- defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or

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### ***Bodily Injured/Property Damage Exclusions***

#### ***Damage To Impaired Property Or Property Not Physically Injured (continued)***

- delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms and conditions.

This exclusion does not apply to the loss of use of other tangible property resulting from sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

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#### ***Damage To Owned Property***

This insurance does not apply to **property damage** to any property owned by you.

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#### ***Damage To Various Property Of Others (Care, Control Or Custody)***

This insurance does not apply to **property damage** to any:

- personal property loaned or rented to you;
- property held by you or on your behalf for sale or entrusted to you for safekeeping or storage;
- property on your premises for purposes of performing operations on such property by you or on your behalf;
- tools or equipment used by you or on your behalf in performing operations; or
- property in your care, control or custody that will be erected, installed or used in construction operations by you or on your behalf.

This exclusion does not apply to the liability for damages assumed in a sidetrack agreement.

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#### ***Damage To Your Product***

This insurance does not apply to **property damage** to **your product** arising out of it or any part of it.

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#### ***Damage To Your Work***

This insurance does not apply to **property damage** to **your work** arising out of it or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply if the damaged work or the work causing the damage was performed on your behalf by a subcontractor.

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#### ***Employer's Liability***

- A. This insurance does not apply to **bodily injury** to an **employee** of the **insured** arising out of and in the course of:
1. employment by the **insured**; or
  2. performing duties related to the conduct of the **insured's** business.
- B. This insurance does not apply to **bodily injury** to the brother, child, parent, sister or spouse of such **employee** as a consequence of any injury described in paragraph A. above.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any injury described in paragraphs A. or B. above.

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**General Liability**

**Bodily  
Injured/Property  
Damage Exclusions**

**Employer's Liability  
(continued)**

This exclusion does not apply to the liability for damages assumed by the **insured** in an **insured contract**.

**Expected Or Intended  
Injury**

This insurance does not apply to **bodily injury** or **property damage** arising out of an act that:

- is intended by the **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of the **insured**;

to cause **bodily injury** or **property damage**, even if the actual **bodily injury** or **property damage** is of a different degree or type than intended or expected.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or tangible property.

**Loss In Progress**

This insurance does not apply to **bodily injury** or **property damage** that is a change, continuation or resumption of any **bodily injury** or **property damage** known by you, prior to the beginning of the policy period, to have occurred.

**Bodily injury** or **property damage** will be deemed to be known by you:

- A. if such injury or damage is known by, or should have been known from the standpoint of a reasonable person in the circumstances of:
  - 1. you;
  - 2. any of your directors, managers, members, **officers** (or their designees) or partners (whether or not an **employee**); and
- B. when any person described in paragraph A. above:
  - 1. reports all, or any part, of any such injury or damage to us or any other insurer;
  - 2. receives a claim or a demand for damages because of any such injury or damage; or
  - 3. becomes aware that any such injury or damage has occurred or has begun to occur.

**Mobile Equipment  
Transportation**

This insurance does not apply to **bodily injury** or **property damage** arising out of the transportation of **mobile equipment** by an **auto** owned or operated by or loaned or rented to any **insured**.

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## **Advertising Injury/Personal Injury Exclusions**

### ***Breach Of Contract***

This insurance does not apply to **advertising injury** or **personal injury** arising out of breach of contract.

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### ***Continuing Offenses***

This insurance does not apply to **advertising injury** or **personal injury** that arises out of that part of an offense that continues or resumes after the later of the end of the policy period of:

- A. this insurance; or
- B. a subsequent, continuous renewal or replacement of this insurance, that:
  - 1. is issued to you by us or by an affiliate of ours;
  - 2. remains in force while the offense continues; and
  - 3. would otherwise apply to **advertising injury** and **personal injury**.

---

### ***Contracts***

This insurance does not apply to **advertising injury** or **personal injury** for which the **insured** is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages:

- that such **insured** would have in the absence of such contract or agreement; or
- assumed in a written contract or agreement that is an **insured contract**, provided the **advertising injury** or **personal injury**, to which this insurance applies, is caused by an offense first committed after the execution of such contract or agreement.

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### ***Crime Or Fraud***

This insurance does not apply to **advertising injury** or **personal injury** arising out of any criminal or fraudulent conduct committed by or with the consent or knowledge of the **insured**.

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### ***Expected Or Intended Injury***

This insurance does not apply to **advertising injury** or **personal injury** arising out of an offense, committed by or on behalf of the **insured**, that:

- is intended by such **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of such **insured**;

to cause injury.

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### ***Failure To Conform To Representations Or Warranties***

This insurance does not apply to **advertising injury** or **personal injury** arising out of the failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use.

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### ***Internet Activities***

This insurance does not apply to **advertising injury** or **personal injury** arising out of:

- controlling, creating, designing or developing of another's Internet site;

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**General Liability**

**Advertising  
Injury/Personal Injury  
Exclusions**

**Internet Activities  
(continued)**

- controlling, creating, designing, developing, determining or providing the content or material of another's Internet site;
- controlling, facilitating or providing, or failing to control, facilitate or provide, access to the Internet or another's Internet site; or
- publication of content or material on or from the Internet, other than material developed by you or at your direction.

**Media Type Businesses**

This insurance does not apply to **advertising injury** or **personal injury** arising out of an offense committed by or on behalf of an **insured** whose business is advertising, broadcasting, cablecasting, publishing, telecasting or telemarketing.

This exclusion does not apply to **personal injury** caused by an offense described in subparagraphs A., B. or C. of the definition of **personal injury**.

**Prior Offenses**

This insurance does not apply to **advertising injury** or **personal injury** arising out of any offense first committed before the beginning of the policy period.

**Publications With  
Knowledge Of Falsity**

This insurance does not apply to **advertising injury** or **personal injury** arising out of any electronic, oral, written or other publication of content or material by or with the consent of the **insured**:

- with knowledge of its falsity; or
- if a reasonable person in the circumstances of such **insured** would have known such content or material to be false.

**Wrong Description  
Of Prices**

This insurance does not apply to **advertising injury** or **personal injury** arising out of any wrong description of the price of goods, products or services.

**Medical Expenses  
Exclusions**

**Athletic Activities**

This insurance does not apply to **medical expenses** arising out of **bodily injury** to any person injured while taking part in athletics.

**Injury To Insureds**

This insurance does not apply to **medical expenses** arising out of a **bodily injury** to any **insured**, except a volunteer worker.

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## **Medical Expenses Exclusions**

(continued)

### ***Nuclear Energy***

This insurance does not apply to **medical expenses** arising out of **bodily injury** in any way related to the:

- **nuclear hazardous properties of nuclear material**; and
- operation of a **nuclear facility** by any person or organization.

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### ***Products-Completed Operations Hazard***

This insurance does not apply to **medical expenses** arising out of **bodily injury** included in the **products-completed operations hazard**.

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### ***Workers' Compensation Or Similar Laws***

This insurance does not apply to **medical expenses** arising out of **bodily injury** to any person, whether or not an **employee** of any **insured**, if benefits for such **bodily injury** are payable or must be provided under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

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## **Policy Exclusions**

### ***Asbestos***

- A. This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos**.
- B. This insurance does not apply to any loss, cost or expense arising out of any:
  - 1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **asbestos**; or
  - 2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **asbestos**.

---

### ***Employment-Related Practices***

- A. This insurance does not apply to any damages sustained at any time by any person, whether or not sustained in the course of employment by any **insured**, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:
  - 1. arrest, detention or imprisonment;
  - 2. breach of any express or implied covenant;
  - 3. coercion, criticism, humiliation, prosecution or retaliation;
  - 4. defamation or disparagement;
  - 5. demotion, discipline, evaluation or reassignment;
  - 6. discrimination, harassment or segregation;



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**Policy Exclusions**

**Employment-Related  
Practices  
(continued)**

7. a. eviction; or  
b. invasion or other violation of any right of occupancy;
  8. failure or refusal to advance, compensate, employ or promote;
  9. invasion or other violation of any right of privacy or publicity;
  10. termination of employment; or
  11. other employment-related act, omission, policy, practice, representation or relationship in connection with any **insured** at any time.
- B. This insurance does not apply to any damages sustained at any time by the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph A. above, as a consequence thereof.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing.

**Enhancement,  
Maintenance Or Prevention  
Expenses**

This insurance does not apply to any loss, cost or expense incurred by you or others for any:

- A. enhancement or maintenance of any property; or
- B. prevention of any injury or damage to any:
  1. person or organization; or
  2. property you own, rent or occupy.

**Intellectual Property Laws  
Or Rights**

This insurance does not apply to any actual or alleged **bodily injury, property damage, advertising injury or personal injury** arising out of, giving rise to or in any way related to any actual or alleged:

- assertion; or
- infringement or violation;

by any person or organization (including any **insured**) of any **intellectual property law or right**, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.

This exclusion applies, unless such injury:

- is caused by an offense described in the definition of **advertising injury**; and
- does not arise out of, give rise to or in any way relate to any actual or alleged assertion, infringement or violation of any **intellectual property law or right**, other than one described in the definition of **advertising injury**.

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## **Policy Exclusions**

(continued)

### **Nuclear Energy**

- A. This insurance does not apply to **bodily injury, nuclear property damage, advertising injury or personal injury**:
1. with respect to which any **insured** under this policy also has status as an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would have had status as an insured under any such policy but for its termination upon exhaustion of its limit of insurance; or
  2. arising out of the **nuclear hazardous properties of nuclear material** and with respect to which:
    - a. any person or organization is required to maintain financial protection pursuant to the United States of America Atomic Energy Act of 1954, or any law amendatory thereof; or
    - b. the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. This insurance does not apply to **bodily injury, nuclear property damage, advertising injury or personal injury** arising out of the **nuclear hazardous properties of nuclear material**:
1. if the **nuclear material**:
    - a. is at any **nuclear facility** owned by, or operated by or on behalf of, any **insured**;
    - b. has been discharged or dispersed therefrom; or
    - c. is contained in **nuclear spent fuel or nuclear waste** at any time transported, handled, stored, disposed of, processed, treated, possessed or used by or on behalf of any **insured**; or
  2. in any way related to the furnishing by any **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**. But if such facility is located within the United States of America (including its possessions or territories) or Canada, this subparagraph 2. applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.

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### **Pollution**

- A. This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
1. at or from any premises, site or location which is or was at any time owned or occupied by, or loaned or rented to, any **insured**;
  2. at or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste;

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## General Liability

### Policy Exclusions

#### Pollution (continued)

3. which are or were at any time transported, handled, stored, disposed of, processed or treated as waste by or for any:
  - a. **insured**; or
  - b. person or organization for whom any **insured** may be legally responsible; or
4. at or from any premises, site or location on which any **insured** or any contractor or subcontractor working directly or indirectly on any **insured**'s behalf is performing operations, if the:
  - a. **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor; or
  - b. operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.

Subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** caused by the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such operating fluids escape directly from that particular part of such **mobile equipment** designed by its manufacturer to hold, store or receive them. But, this exception does not apply if such **bodily injury** or **property damage** arises out of any discharge, dispersal, seepage, migration, release or escape of **pollutants**, that:

- was intended by the **insured**;
- would have been expected from the standpoint of a reasonable person in the circumstances of the **insured**;
- was a necessary part of operations performed by any **insured**, contractor or subcontractor; or
- occurred during the process of fueling the **mobile equipment** or changing or replenishing any operating fluid.

Subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** if sustained within a building and caused by the release of gaseous irritants or contaminants from materials brought into that building, in connection with the operations being performed by you or on your behalf by the contractor or subcontractor.

Subparagraph A.1. above does not apply to **bodily injury** if sustained within a building and caused by the escape of gaseous irritants or contaminants from equipment used to heat that building.

Subparagraphs A.1. and A.4.a. above do not apply to **bodily injury** or **property damage** caused by heat, smoke or fumes from a **hostile fire**.

- B. This insurance does not apply to any loss, cost or expense arising out of any:
  1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or

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## **Policy Exclusions**

### ***Pollution (continued)***

2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

Paragraph B. above does not apply to the liability for damages, for **property damage**, that the **insured** would have in the absence of such request, demand, order or regulatory or statutory requirement, or such claim or proceeding by or on behalf of a governmental authority.

This exclusion does not apply to the liability for damages, for **property damage**, to premises while rented to you or temporarily occupied by you with permission of the owner and caused by a **hostile fire**, explosion, smoke or leakage from fire protective equipment.

This exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

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### ***Recall Of Products, Work Or Impaired Property***

This insurance does not apply to any damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- **your product;**
- **your work;** or
- **impaired property;**

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

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### ***Workers' Compensation Or Similar Laws***

This insurance does not apply to any obligation of the **insured** under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

---

## **Conditions**

### ***Arbitration***

We are entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceeding, except when the proceeding is between us and the **insured**.

---

### ***Bankruptcy***

Bankruptcy or insolvency of the **insured** or of the **insured's** estate will not relieve us of our obligations under this insurance.

---

**CHUBB®**

## ***General Liability***

### ***Conditions*** *(continued)*

#### ***Disclosures And Representations***

We have issued this insurance:

- based upon representations you made to us; and
- in reliance upon your representations.

Unintentional failure of an **employee** of the **insured** to disclose a hazard or other material information will not violate this condition, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such hazard or other material information.

#### ***Duties In The Event Of Occurrence, Offense, Claim Or Suit***

- A. You must see to it that we and any other insurers are notified as soon as practicable of any **occurrence** or offense that may result in a claim, if the claim may involve us or such other insurers. To the extent possible, notice should include:
1. how, when and where the **occurrence** or offense happened;
  2. the names and addresses of any injured persons and witnesses; and
  3. the nature and location of any injury or damage arising out of the **occurrence** or offense.
- B. If a claim is made or **suit** is brought against any **insured**, you must:
1. immediately record the specifics of the claim or **suit** and the date received;
  2. notify us and other insurers as soon as practicable; and
  3. see to it that we receive written notice of the claim or **suit** as soon as practicable.
- C. You and any other involved **insured** must:
1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
  2. authorize us to obtain records and other information;
  3. cooperate with us and other insurers in the:
    - a. investigation or settlement of the claim; or
    - b. defense against the **suit**; and
  4. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the **insured** because of loss to which this insurance may also apply.
- D. No **insureds** will, except at that **insured's** own cost, make any payment, assume any obligation or incur any expense, other than for first aid, without our consent.
- E. Notice given by or on behalf of:
1. the **insured**;
  2. the injured person; or
  3. any other claimant;
- to a licensed agent of ours with particulars sufficient to identify the **insured** shall be deemed notice to us.

---

## Conditions

### *Duties In The Event Of Occurrence, Offense, Claim Or Suit (continued)*

- F. Knowledge of an **occurrence** or offense by an agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such **occurrence** or offense.
- G. Failure of an agent or **employee** of the **insured**, other than an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee, to notify us of an **occurrence** or offense that such person knows about will not affect the insurance afforded to you.
- H. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

---

### *Legal Action Against Us*

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

---

### *Other Insurance*

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

#### *Primary Insurance*

This insurance is primary except when the Excess Insurance provision described below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in the Method of Sharing provision described below.

#### *Excess Insurance*

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- A. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for **your work**;
- B. that is insurance that applies to **property damage** to premises rented to you or temporarily occupied by you with permission of the owner;
- C. if the loss arises out of aircraft, **autos** or watercraft (to the extent not subject to the Aircraft, Autos Or Watercraft exclusion);



## ***General Liability***

### ***Conditions***

#### ***Other Insurance (continued)***

- D. that is insurance:
1. provided to you by any person or organization working under contract or agreement for you; or
  2. under which you are included as an insured; or
- E. that is insurance under any Property section of this policy.

When this insurance is excess, we will have no duty to defend the **insured** against any **suit** if any other insurer has a duty to defend such **insured** against such **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the **insured**'s rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of the total:

- amount that all other insurance would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

#### ***Method of Sharing***

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each insurer contributes equal amounts until it has paid its applicable limits of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

---

#### ***Premium Audit***

We will compute all premiums for this insurance in accordance with our rules and rates.

In accordance with the Estimated Premiums section of the Premium Summary, premiums shown with an asterisk (\*) are estimated premiums and are subject to audit.

In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums elsewhere in this policy. In that case, these premiums will also be subject to audit, and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

---

#### ***Separation Of Insureds***

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
  - separately to each **insured** against whom claim is made or **suit** is brought.
-

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**Conditions**

*(continued)*

***Transfer Or Waiver Of  
Rights Of Recovery  
Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

---



**CHUBB®**

## ***General Liability***

### ***Definitions***

**WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:**

#### ***Advertisement***

**Advertisement** means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.

**Advertisement** does not include any e-mail address, Internet domain name or other electronic address or metalanguage.

#### ***Advertising Injury***

**Advertising injury** means injury, other than **bodily injury**, **property damage** or **personal injury**, sustained by a person or organization and caused by an offense of infringing, in that particular part of your **advertisement** about your goods, products or services, upon their:

- copyrighted **advertisement**; or
- registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

#### ***Agreed Settlement***

**Agreed settlement** means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

#### ***Asbestos***

**Asbestos** means asbestos in any form, including its presence or use in any alloy, by-product or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.

#### ***Auto***

**Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include **mobile equipment**.

#### ***Bodily Injury***

**Bodily injury** means physical:

- injury;
- sickness; or
- disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

#### ***Employee***

**Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.

#### ***Hostile Fire***

**Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.

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**Definitions**

(continued)

**WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:**

**Impaired Property**

**Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:

- it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- you have failed to fulfill the terms or conditions of a contract or agreement;

if such property can be restored to use by:

- the repair, replacement, adjustment or removal of **your product** or **your work**; or
- your fulfilling the terms or conditions of the contract or agreement.

---

**Insured**

**Insured** means a person or an organization qualifying as an **insured** in the Who Is An Insured section of this contract.

---

**Insured Contract****Insured contract:**

A. means:

1. a lease of premises;
2. a sidetrack agreement;
3. an easement or license agreement;
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. an elevator maintenance agreement; or
6. any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another person or organization to pay damages, to which this insurance applies, sustained by a third person or organization.

B. does not include that part of any contract or agreement that indemnifies an architect, engineer or surveyor for damages arising out of:

1. preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
  2. giving directions or instructions, or failing to give them.
-

**CHUBB®**

## **General Liability**

### **Definitions**

*(continued)*

**WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:**

#### **Intellectual Property Law Or Right**

**Intellectual property law or right** means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- other judicial or statutory law concerning piracy, unfair competition or other similar practices.

#### **Leased Worker**

**Leased worker** means a person leased to a party by a labor leasing firm, in a contract or agreement between such party and the labor leasing firm, to perform duties related to the conduct of the party's business. **Leased worker** does not include a **temporary worker**.

#### **Loading Or Unloading**

**Loading or unloading:**

- A. means the handling of property:
1. after it is moved from the place where it is accepted for movement into or onto an aircraft, **auto** or watercraft;
  2. while it is in or on an aircraft, **auto** or watercraft; or
  3. while it is being moved from an aircraft, **auto** or watercraft to the place where it is finally delivered.
- B. does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, **auto** or watercraft.

#### **Medical Expenses**

**Medical expenses** means reasonable expenses for necessary:

- first aid administered at the time of an accident;
- medical, surgical, x-ray and dental services, including prosthetic devices; and
- ambulance, hospital, professional nursing and funeral services.

#### **Mobile Equipment**

**Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

- A. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- B. vehicles maintained for use solely on premises owned by or rented to you;
- C. vehicles that travel on crawler treads;

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**Definitions**

**WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:**

**Mobile Equipment**  
(continued)

- D. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
1. power cranes, shovels, loaders, diggers or drills; or
  2. road construction or resurfacing equipment such as graders, scrapers or rollers;
- E. vehicles not described in subparagraphs A., B., C. or D. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
1. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  2. cherry pickers and similar devices used to raise or lower workers; and
- F. vehicles not described in subparagraphs A., B., C. or D. above maintained primarily for purposes other than the transportation of persons or cargo.

**Mobile equipment** does not include self-propelled vehicles with the following types of permanently attached equipment, and such vehicles will be considered **autos**:

1. equipment designed primarily for:
  - a. snow removal;
  - b. road maintenance, but not construction or resurfacing; or
  - c. street cleaning;
2. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
3. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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**Nuclear Facility**

**Nuclear facility** means any:

- A. **nuclear reactor**;
- B. equipment or device designed or used for:
1. separating the isotopes of plutonium or uranium;
  2. processing or utilizing **nuclear spent fuel**; or
  3. handling, processing or packaging **nuclear waste**;
- C. equipment or device used for the processing, fabricating or alloying of **nuclear material**, if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than:
1. twenty-five (25) grams of plutonium or uranium 233, or any combination thereof; or
  2. two-hundred-fifty (250) grams of uranium 235; or

**CHUBB®**

## **General Liability**

### **Definitions**

**WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:**

#### **Nuclear Facility** *(continued)*

D. structure, basin, excavation, premises or place prepared or used for the storage or disposal of **nuclear waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

#### **Nuclear Hazardous Properties**

**Nuclear hazardous properties** includes radioactive, toxic or explosive properties.

#### **Nuclear Material**

**Nuclear material** means **by-product material**, **source material** or **special nuclear material**.

**By-product material**, **source material** and **special nuclear material** have the meanings given them in the United States of America Atomic Energy Act of 1954 or in any law amendatory thereof.

#### **Nuclear Property Damage**

**Nuclear property damage** includes all forms of radioactive contamination of property.

#### **Nuclear Reactor**

**Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

#### **Nuclear Spent Fuel**

**Nuclear spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

#### **Nuclear Waste**

**Nuclear waste** means any waste material:

- containing **nuclear material**, other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
- resulting from the operation by any person or organization of any **nuclear facility** described in subparagraphs A. or B. of the definition of **nuclear facility**.

#### **Occurrence**

**Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

#### **Officer**

**Officer** means a person holding any of the officer positions created by an organization's charter, constitution, by-laws or any other similar governing document.

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**Definitions**

(continued)

**WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:**

**Personal Injury**

**Personal injury** means injury, other than **bodily injury**, **property damage** or **advertising injury**, caused by an offense of:

- A. false arrest, false detention or other false imprisonment;
- B. malicious prosecution;
- C. wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner;
- D. electronic, oral, written or other publication of material that:
  - 1. libels or slanders a person or organization (which does not include disparagement of goods, products, property or services); or
  - 2. violates a person's right of privacy; or
- E. discrimination, harassment or segregation based on a person's age, color, national origin, race, religion or sex.

---

**Pollutants**

**Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

---

**Products-Completed Operations Hazard**

**Products-completed operations hazard:**

- A. includes all **bodily injury** and **property damage** taking place away from premises owned or occupied by or loaned or rented to you and arising out of **your product** or **your work**, except:
  - 1. products that are still in your physical possession; or
  - 2. work that has not yet been completed or abandoned.

**Your work** will be deemed completed when:

- all of the work called for in your contract or agreement has been completed.
- all of the work to be performed at the site has been completed, if your contract or agreement calls for work at more than one site.
- that part of the work completed at a site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- B. does not include **bodily injury** or **property damage** arising out of:
  - 1. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to you and that condition was created by the **loading or unloading** of that vehicle by any **insured**;

**CHUBB®**

## **General Liability**

### **Definitions**

**WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:**

**Products-Completed  
Operations Hazard  
(continued)**

2. the existence of tools, uninstalled equipment or abandoned or unused materials; or
3. products or operations for which the classification in our rules indicates that such products or operations are not subject to the Products-Completed Operations Aggregate Limit of insurance.

**Property Damage**

**Property damage** means:

- physical injury to tangible property, including resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

Tangible property does not include any software, data or other information that is in electronic form.

**Suit**

**Suit** means a civil proceeding in which damages, to which this insurance applies, are sought. **Suit** includes an arbitration or other dispute resolution proceeding in which such damages are sought and to which the **insured** must submit or does submit with our consent.

**Temporary Worker**

**Temporary worker** means a person who is furnished to a party to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

**Your Product**

**Your product:**

- A. means any:
  1. goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - a. you;
    - b. others trading under your name; or
    - c. a person or organization whose assets or business you have acquired; and
  2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- B. includes:
  1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your product**; and
  2. the providing of or failure to provide instructions or warnings.
- C. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.

---

**Definitions**

(continued)

**WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:**

**Your Work**

**Your work:**

- A. means any:
  - 1. work or operations performed by:
    - a. you or on your behalf; or
    - b. a person or organization whose assets or business you have acquired; and
  - 2. materials, parts or equipment furnished in connection with such work or operations.
- B. includes:
  - 1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your work**; and
  - 2. the providing of or failure to provide instructions or warnings.



## ***Liability Insurance***

### ***Employee Benefits Errors Or Omissions***

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LIABILITY

CONTRACT

EMPLOYEE BENEFITS  
ERRORS OR OMISSIONS

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## ***Employee Benefits Errors Or Omissions***

### ***Contract***

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

Throughout this policy the words "you" and "your" refer to the Named **Insured** shown in the Declarations of this policy, and any other person or organization qualifying as a Named **Insured** under this contract. The words "we," "us" and "our" refer to the company providing this insurance.

In addition to the Named **Insured**, other persons or organizations qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is Insured section of this contract.

**THIS INSURANCE PROVIDES CLAIMS MADE COVERAGE. EXCEPT AS OTHERWISE PROVIDED, SUCH COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. PLEASE READ THIS INSURANCE CAREFULLY.**

---

### ***Who Is Insured***

#### ***Sole Proprietorship***

If you are an individual, you and your spouse are **insureds**, but only with respect to the conduct of a business of which you are the sole owner.

---

#### ***Partnership Or Joint Venture***

If you are a partnership or joint venture, you are an **insured**. Your members, your partners, and their spouses are also **insureds**, but only with respect to the conduct of your business.

---

#### ***Other Organizations***

If you are an organization other than a partnership, joint venture or limited liability company, you are an **insured**. Your executive officers and directors are **insureds**, but only with respect to their duties as your officers or directors. Your stockholders are also **insureds** but only with respect to their liability as stockholders.

---

#### ***Any Other Authorized Person***

Any other natural person for whose acts you are legally liable is an **insured**, provided such natural person is authorized to act in the **administration** of your **employee benefit programs**.

---

#### ***Subsidiaries Or Newly Acquired Or Formed Organizations***

If there is no other similar insurance available, the following will qualify to be a named **insured**:

- Any financially controlled subsidiary of yours; or
- any organization you newly acquired or formed during the policy period, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest. This coverage is effective on the acquisition or formation date and is afforded only until the end of the policy period during which the acquisition or formation took place.

No subsidiary or newly acquired or formed organization is an **insured** with respect to any **claim** arising from the **administration** of **employee benefit programs** that occurred before you acquired or formed the organization.

---

**Who Is Insured**  
(continued)

**Limitation On Who Is Insured**

No one is an **insured** for the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named **insured** in the Declarations.

---

**Coverage**

Subject to the applicable Limits Of Insurance, we will pay damages the **insured** becomes legally obligated to pay for any **claim** arising out of a negligent act, error or omission to which this insurance applies, by or on behalf of the **insured** in the **administration** of **employee benefit programs**.

The **claim** must be made by:

- your employee;
- your former employee;
- the beneficiaries or legal representatives of your employee or former employee; or
- your prospective employee.

This insurance applies to a negligent act, error or omission only if a **claim** is first made against any **insured** during the policy period.

This insurance does not apply to any negligent act, error or omission which:

- occurred prior to the Retroactive Date stated in the Declarations of this insurance;
- occurred on or between the Retroactive Date stated in the Declarations of this insurance and the last day of the policy period stated in the Declarations of this insurance if, on the effective date of this insurance, the **insured** had knowledge of or should have known of any circumstances which might have resulted in a **claim**; or
- occurs after the policy period stated in the Declarations of this insurance.

For purposes of this insurance:

- a **claim** by a person or organization will be deemed to have been made when notice of such **claim** is received and recorded by any **insured**, our licensed agent, or by us, whichever comes first; and
- all **claims** by the same person or organization as a result of a negligent act, error or omission will be deemed to have been made at the time the first of those **claims** is made against any **insured**.

---

**Limits Of Insurance**

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- **insureds**;
- **claims** made or **suits** brought; or
- persons or organizations making **claims** or bringing **suits**.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.



## ***Employee Benefits Errors Or Omissions***

### ***Limits Of Insurance*** *(continued)*

We may pay part or all of the deductible to settle any **claim** or **suit**; and when notified, the **insured** agrees to promptly reimburse us for the deductible paid.

All **claims** arising from a single negligent act, error or omission or a series of related negligent acts, errors or omissions shall be deemed to be a single **claim**.

### ***Aggregate Limit***

Subject to the Each Claim Limit, the Aggregate Limit is the most we will pay for the sum of:

- damages for all **claims**; and
- payments made for defense and Supplementary Payments.

### ***Each Claim Limit***

The Each Claim Limit is the most we will pay for all damages for each **claim**, including payments made for defense and Supplementary Payments, in excess of the deductible stated in the Declarations.

Any amount paid for damages, defense and Supplementary Payments for each **claim** will reduce the amount of the Aggregate Limit available for payment of damages, defense and Supplementary Payments for any other **claim**.

If the Aggregate Limit has been reduced by payment of damages, defense and Supplementary Payments for **claims** to an amount that is less than the Each Claim Limit, the remaining Aggregate Limit is the most that will be available for payment of damages, defense and Supplementary Payments for any other **claim**.

### ***Investigation, Defense And Payment Of Damages***

We will have the right and duty to defend any **insured** against a **suit** seeking damages for any **claim** arising out of a negligent act, error, or omission. However, we will have no duty to defend any **insured** against a **suit** seeking damages to which this insurance does not apply. We may at our discretion investigate any negligent act, error, or omission and settle any **claim** or **suit** that may result.

The amount we will pay for damages is limited as described in Limits Of Insurance. Our right and duty to defend end when we have used up the applicable Limit Of Insurance in the payment of defense, judgments or settlements and payments under Supplementary Payments.

The amount we pay to defend any **suit** is part of and will reduce the Each Claim Limit under Limits Of Insurance.

We have no further obligation or liability to pay sums or perform acts or services unless explicitly provided for under Supplementary Payments shown below.

### ***Supplementary Payments***

Subject to the Limits Of Insurance, we will pay with respect to any **claim** we investigate or settle, or any **suit** against an **insured** we defend:

- A. all expenses we incur;
- B. the premium amount of bonds to release attachments, but only for premium amounts within the amount of insurance available. We do not have to furnish these bonds;
- C. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of the **claim** or **suit**, including actual loss of earnings up to \$300 a day because of time off from work;
- D. costs taxed against the **insured** in the **suit**;

---

**Supplementary  
Payments**  
(continued)

- E. prejudgment interest awarded against the **insured** on that part of the judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer; and
- F. all interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Each payment we make under Supplementary Payments will reduce the Each Claim Limit under Limits Of Insurance with the following exceptions:

- A. salaries and expenses of our employees or the **insured's** employees, other than:
1. that portion of our employed attorneys' fees, salaries and expenses allocated to a specific **claim** or **suit**;
  2. the expenses described in C. above; and
- B. fees and expenses of independent adjusters we hire.

---

**Coverage Territory**

This insurance applies anywhere. However, the **insured's** responsibility to pay damages must be determined in a **suit** on the merits, in the United States of America, its territories or possessions, Canada or Puerto Rico, or in a settlement we agree to.

---

**Exclusions**

**Bodily Injury, Property  
Damage, Advertising Injury  
Or Personal Injury**

This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury**.

---

**Benefits Due**

This insurance does not apply to payments which are required pursuant to any **employee benefits program**.

---

**Contractual Liability**

This insurance does not apply to liability of others for which the **insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages that the **insured** would have in the absence of such contract or agreement.

---

**Discrimination Or  
Humiliation**

This insurance does not apply to actual or alleged humiliation or unlawful discrimination.

---

**Dishonest Acts**

This insurance does not apply to any dishonest, fraudulent, criminal or malicious act, error or omission by or on behalf of any **insured**, whether acting alone or in collusion with others.

---

**Expected Or Intended  
Damage**

This insurance does not apply to any **claim** which results from an act that:

- is intended by the **insured**; or



## ***Employee Benefits Errors Or Omissions***

### ***Exclusions***

#### ***Expected Or Intended Damage (continued)***

- can be expected from the standpoint of a reasonable person to cause damage, even if the damage is of a different degree or type than actually intended or expected.

#### ***Fines, Penalties, Punitive Or Exemplary Damages***

This insurance does not apply to any assessment, penalty, fine, or punitive or exemplary damages.

#### ***Millennium Date Change***

This insurance does not apply to any **claim** arising out of:

1. the actual or potential inability of any:
  - hardware, software, operating system, network, microprocessor;
  - other computer, data processing or communications system equipment or component; or
  - other system, equipment or component that communicates with any of the foregoing, to accept, retrieve, recognize, understand, interpret, identify, distinguish, process, communicate or otherwise use;
  - any date subsequent to December 31, 1999; or
  - information or code which contains dates subsequent to December 31, 1999; or
2. the rendering of, or failure to render, any service or advice in connection with paragraph 1. above.

#### ***Performance Failure***

This insurance does not apply to:

- the failure of performance of any contract by an insurer;
- the failure of any investment plan to perform as represented by an **insured**;
- the inability of **employee benefit programs** to meet their obligation due to insolvency or inadequate funds; or
- the investment, divestment or non-investment of funds.

#### ***Statutory Obligation To Employees Or Plans***

This insurance does not apply to the **insured's** failure to comply with the provisions of the Internal Revenue Code, any law concerning workers compensation, unemployment compensation, social security or disability benefits, any employment severance law, or the Employee Retirement Income Security Act of 1974 or any similar State or Federal legislation that has been or may be enacted.

This exclusion does not apply to the **administration** of **employee benefit programs**.

#### ***Termination Of Any Employee Benefit Programs***

This insurance does not apply to the termination of any **employee benefit programs**.

---

## **Exclusions**

(continued)

### **Wrong Advice**

This insurance does not apply to advice given by an **insured** to an employee to participate or not to participate in any investment subscription plan.

---

## **Extended Reporting Periods**

### **Basic Extended Reporting Period**

A Basic Extended Reporting Period is automatically provided. Under this provision:

- **claims** first made within 60 days after the end of the policy period; or
- **claims** first made within five years after the end of the policy period for negligent acts, errors or omissions reported to us within 60 days after the end of the policy period

will be deemed to have been made during the policy period of this policy.

The Basic Extended Reporting Period does not apply to **claims** that are covered under any subsequent insurance you purchase, or that would be covered, but for exhaustion of the amount of insurance applicable to such **claims**.

Notification of **claims** must be in accordance with paragraphs A. and B. of the Duties In The Event Of Negligent Act, Error, Or Omission, Claim Or Suit provision of the Conditions.

---

### **Supplemental Extended Reporting Period**

A Supplemental Extended Reporting Period is available only by an endorsement and for an additional premium:

- A. If purchased, this period starts at the end of the Basic Extended Reporting Period and will be for 10 years. **Claims** first made during this Supplemental Extended Reporting Period will be deemed to have been made during the policy period of this policy, but will be subject to the separate aggregate limit of insurance set forth in paragraph C., below.
- B. You must give us a written request to purchase a Supplemental Extended Reporting Period within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.
- C. If you comply with paragraph B., above, we will issue the Supplemental Extended Reporting Period Endorsement, and will provide the separate aggregate limit of insurance described below, but only for **claims** to which the Supplemental Extended Reporting Period applies. The separate aggregate Limit Of Insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for the Aggregate Limit.

The Aggregate Limit as shown in the Limits Of Insurance section will be amended accordingly. The Each Claim Limit shown in the Declarations will continue to apply, as set forth in the Limits of Insurance section.

- D. We will determine the additional premium for the Supplemental Extended Reporting Period Endorsement in accordance with our rules and rates. The additional premium will not exceed 200% of the annual premium for this insurance.
- E. The Supplemental Extended Reporting Period Endorsement will set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.





## ***Employee Benefits Errors Or Omissions***

### ***Extended Reporting Periods***

*(continued)*

#### ***When Extended Reporting Periods Apply***

We will automatically provide a Basic Extended Reporting Period and, if you purchase it, a Supplemental Extended Reporting Period if:

- A. this insurance is canceled or not renewed; or
- B. we renew or replace this insurance with other insurance that:
  - 1. has a Retroactive Date later than the Retroactive Date shown in the Declarations for this insurance; or
  - 2. does not apply on a **claims**-made basis.

#### ***How Extended Reporting Periods Apply***

Extended Reporting Periods:

- A. apply only to **claims** for:
  - 1. negligent acts, errors or omissions that occur before the end of the policy period and not before the Retroactive Date, if any, shown in the Declarations.
- B. do not:
  - 1. extend the policy period or change the scope of coverage provided; or
  - 2. reinstate or increase the Limits Of Insurance applicable to any **claim** to which this insurance applies, except as described in the Supplemental Extended Reporting Period section above.
- C. may not be canceled once in effect.

## ***Conditions***

#### ***Arbitration***

We are entitled to exercise all of the **insured's** rights in the choice of arbitrators and the conduct of any arbitration proceeding, except when the proceeding is between us and the **insured**.

#### ***Bankruptcy***

Bankruptcy or insolvency of the **insured** or the **insured's** estate will not relieve us of any obligation to which this insurance applies.

#### ***Duties In The Event Of Negligent Act, Error, Or Omission, Claim Or Suit***

- A. You must see to it that we are notified as soon as practicable of any negligent act, error, or omission which may result in a **claim**. To the extent possible, notice should include:
  - 1. how, when and where the negligent act, error, or omission took place; and
  - 2. the names and addresses of any involved persons and witnesses.Notice of any negligent act, error, or omission is not notice of a **claim**.
- B. If a **claim** is made or **suit** is brought against any **insured**, you must:
  - 1. immediately record the specifics of the **claim** or **suit** and the date received; and
  - 2. notify us in writing as soon as practicable.
- C. You and any other involved **insured** must:

---

## Conditions

### *Duties In The Event Of Negligent Act, Error, Or Omission, Claim Or Suit (continued)*

1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim** or **suit**;
  2. authorize us to obtain records and other information;
  3. cooperate with us in the:
    - a. investigation or settlement of the **claim** or
    - b. defense of the **suit**; and
  4. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of a negligent act, error, or omission to which this insurance may also apply.
- D. No **insureds** will, except at that **insured's** own cost, make a payment, assume any obligation, or incur any expense, without our consent.
- E. Notice given by or on behalf of:
1. the **insured**; or
  2. any other claimant;
- to any licensed agent of ours with particulars sufficient to identify the **insured** shall be deemed notice to us.
- F. Knowledge of any negligent act, error, or omission by any agent or employee of the **insured** will not constitute knowledge by the **insured**, unless an officer or his designee receives such notice from its agent or employee.
- G. Failure of an agent or employee of the **insured**, other than an officer, or his designee, to notify us of any negligent act, error, or omission which he knows about will not affect the insurance afforded you by this contract.

---

### *Legal Action Against Us*

No person or organization has a right under this insurance:

- to join us as a party or otherwise bring us into a **suit** asking for damages from an **insured**; or
- to sue us on this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after:

- an actual trial in a civil proceeding;
- an arbitration proceeding; or
- an alternative resolution proceeding,

but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable Limits of Insurance.

---

### *Other Insurance*

If other valid and collectible insurance is available to the **insured** for a loss we cover under this insurance, our obligations are limited as follows:

#### *Excess Insurance*

This insurance is excess over and above any other valid and collectible insurance (including any deductible or self-insured portion) or agreement of indemnity, available to you.



## ***Employee Benefits Errors Or Omissions***

### ***Conditions***

#### ***Other Insurance (continued)***

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to the **administration of employee benefits programs** on other than a claims made basis, if:

- no Retroactive Date is shown in the Declarations of this insurance; or
- the other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance.

We will have no duty under this insurance to defend any **insured** against a **suit** that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the **insured's** rights against all those other insurers.

We will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- the total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not purchased specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

---

#### ***Premium Audit***

We will compute all premiums for this insurance in accordance with our rules and rates.

In accordance with the Estimated Premiums section of the Premium Summary, premiums identified by an asterisk are estimated premiums and are subject to audit. In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums in the Liability Insurance section of this policy. In that event, these premiums will also be subject to audit and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

---

#### ***Separation Of Insureds***

Except with respect to the Limits Of Insurance and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom **claim** is made or **suit** is brought.

---

#### ***Transfer Of Rights Of Recovery***

If the **insured** has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

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**CHUBB®**

***Employee Benefits Errors Or Omissions***

***Definitions***

**WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:**

***Administration***

**Administration** means:

- informing employees of the content of;
- giving advice, other than legal advice, about;
- handling of records in connection with; or
- effecting enrollment, termination or cancellation of employees under, **employee benefit programs**, provided such acts are authorized by you.

***Advertising***

**Advertising** means any advertisement, publicity article, broadcast or telecast.

***Advertising Injury***

**Advertising injury** means injury, other than **bodily injury** or **personal injury**, arising solely out of one or more of the following offenses committed in the course of **advertising** of your goods, products or services:

- oral or written publication of advertising material that slanders or libels a person or organization;
- oral or written publication of advertising material that violates a person's right of privacy; or
- infringement of copyrighted advertising materials or infringement of trademarked or service marked titles or slogans.

***Agreed Settlement***

**Agreed settlement** means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

***Bodily Injury***

**Bodily injury** means physical injury, sickness, disease, mental anguish, mental injury, shock, or humiliation sustained by a person; it also includes death at any time resulting therefrom.

***Claim***

**Claim** means a demand for damages.

***Employee Benefit Programs***

**Employee benefit programs** means group life insurance, group health insurance, group dental insurance, group automobile insurance, group homeowners insurance, educational tuition reimbursement plans, individual retirement account (IRA) plans, Internal Revenue Code Section 401(K) plans and amendments thereto, profit sharing plans, pension plans, employee investment subscription plans, workers compensation, unemployment insurance, social security, disability benefits insurance or travel, savings or vacation plans.

***Insured***

**Insured** means any person or organization qualifying as an insured under the Who Is Insured provision and against whom **claim** is made or **suit** is brought.

---

**Definitions**  
(continued)

**WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:**

*Personal Injury*

**Personal injury** means injury, other than **bodily injury**, arising out of one or more of the following offenses committed in the course of your business, other than your **advertising**:

- A. false arrest, detention or imprisonment;
- B. malicious prosecution;
- C. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or persons occupy, by or on behalf of its owner, landlord or lessor;
- D. oral or written publication of material that slanders or libels a person or organization; or
- E. oral or written publication of material that violates a person's right of privacy.

---

*Property Damage*

**Property damage** means:

- physical injury to or destruction of tangible property including the resulting loss of use of that property; or
- loss of use of tangible property that is not physically injured.

---

*Suit*

**Suit** means a civil proceeding in which damages to which this insurance applies are alleged. **Suit** also includes:

- an arbitration proceeding in which such damages are **claimed** and to which the **insured** must submit or does submit with our consent; or
- any other alternative dispute resolution proceeding in which such damages are **claimed** and to which the **insured** submits with our consent.

***Liability Insurance Section***

***Endorsements***

**CHUBB®**

***Liability Insurance***

***Endorsement***

<i>Policy Period</i>	DECEMBER 4, 2020 TO DECEMBER 4, 2021
<i>Effective Date</i>	DECEMBER 4, 2020
<i>Policy Number</i>	3603-87-65 EUC
<i>Insured</i>	ALUMINUM SHAPES LLC
<i>Name of Company</i>	CHUBB INSURANCE COMPANY OF NEW JERSEY
<i>Date Issued</i>	DECEMBER 23, 2020

---

This Endorsement applies to the following forms:

GENERAL LIABILITY  
EMPLOYEE BENEFITS ERRORS OR OMISSIONS

---

***Conditions***

Under Conditions, the provision titled Premium Audit is deleted and replaced by the following.

***Premium Audit***

We will compute all premiums for this insurance in accordance with our rules and rates. We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.

All other terms and conditions remain unchanged.

*Authorized Representative*





**CHUBB®**

***Liability Insurance***

***Endorsement***

<i>Policy Period</i>	DECEMBER 4, 2020 TO DECEMBER 4, 2021
<i>Effective Date</i>	DECEMBER 4, 2020
<i>Policy Number</i>	3603-87-65 EUC
<i>Insured</i>	ALUMINUM SHAPES LLC
<i>Name of Company</i>	CHUBB INSURANCE COMPANY OF NEW JERSEY
<i>Date Issued</i>	DECEMBER 23, 2020

---

This Endorsement applies to the following forms:

GENERAL LIABILITY  
EMPLOYEE BENEFITS ERRORS OR OMISSIONS

---

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

***Exclusion  
Endorsement***

***Information Laws,  
Including Unauthorized  
Or Unsolicited  
Communications***

With respect to all coverages under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any actual or alleged or threatened violation of:

- the United States of America CAN-SPAM Act of 2003 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction.
- the United States of America Telephone Consumer Protection Act (TCPA) of 1991 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction.
- the United States of America Fair Credit Reporting Act (FCRA) (or any law amendatory thereof including the Fair and Accurate Credit Transactions Act (FACTA)) or any similar regulatory or statutory law in any other jurisdiction.
- any other regulatory or statutory law in any jurisdiction that addresses, limits or prohibits the collecting, communicating, disposal, dissemination, distribution, monitoring, printing, publication, recording, sending or transmitting of content, information or material.

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***Liability Endorsement***  
*(continued)*

All other terms and conditions remain unchanged.

*Authorized Representative*



CHUBB®

## **Liability Insurance**

### **Endorsement**

<i>Policy Period</i>	DECEMBER 4, 2020 TO DECEMBER 4, 2021
<i>Effective Date</i>	DECEMBER 4, 2020
<i>Policy Number</i>	3603-87-65 EUC
<i>Insured</i>	ALUMINUM SHAPES LLC
<i>Name of Company</i>	CHUBB INSURANCE COMPANY OF NEW JERSEY
<i>Date Issued</i>	DECEMBER 23, 2020

---

This Endorsement applies to the following forms:

GENERAL LIABILITY

---

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

### **Exclusion Endorsement**

#### **Intellectual Property Laws Or Rights**

With respect to all coverages under this contract:

- A. this insurance does not apply to any damages, loss, cost or expense arising out of, giving rise to or in any way related to any actual, alleged or threatened:
1. assertion; or
  2. infringement or violation;
- by any person or organization (including any **insured**) of any **intellectual property law or right**.
- B. further, this insurance does not apply to the entirety of all allegations in any claim or **suit**, if such claim or **suit** includes an allegation of or a reference to an infringement or violation of any **intellectual property law or right**, even if this insurance would otherwise apply to any part of the allegations in the claim or **suit**.
- C. this exclusion applies unless the only infringement or violation of an **intellectual property law or right** is an offense described in the definition of **advertising injury** to which this insurance applies.

---

**Liability Endorsement**  
(continued)

The following definition is added to this policy and replaces any similar definition contained therein.

**Definitions**

**Intellectual Property Law  
Or Right**

**Intellectual property law or right** means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- other judicial or statutory law concerning piracy, passing off or similar practices.

All other terms and conditions remain unchanged.

Authorized Representative



CHUBB®

## Liability Insurance

### Endorsement

<i>Policy Period</i>	DECEMBER 4, 2020 TO DECEMBER 4, 2021
<i>Effective Date</i>	DECEMBER 4, 2020
<i>Policy Number</i>	3603-87-65 EUC
<i>Insured</i>	ALUMINUM SHAPES LLC
<i>Name of Company</i>	CHUBB INSURANCE COMPANY OF NEW JERSEY
<i>Date Issued</i>	DECEMBER 23, 2020

---

This Endorsement applies to the following forms:

GENERAL LIABILITY

---

Under Coverages, the following coverages are added.

### Coverages

#### Product Withdrawal Expenses

Subject to all the terms and conditions of this insurance, we will reimburse the **insured** for reasonable and necessary **product withdrawal expenses** paid or incurred by such **insured** solely because an **insured product** has a **defect**.

This insurance applies only if:

- such **defect** is first reported to us by an **insured** in writing during the policy period;
- such expenses are directly related to such **defect**; and
- coverage for the **insured product** is included in the **products-completed operations hazard**.

All reports in connection with the same **defect** will be deemed to have been made at the time the first of those reports is made to us by any **insured** in writing.

We have no duty to investigate, defend or settle any claim, **suit** or other demand of any nature against any **insured** or any other person or organization.

Our obligations hereunder end when we have used up the applicable Limit of Insurance.

We have no other obligation or liability to reimburse sums or perform acts or services under this coverage.

---

**Coverages**  
(continued)

**Crisis Assistance  
Expenses**

Subject to all the terms and conditions of this insurance, we will pay reasonable and necessary **crisis assistance expenses** incurred by the **insured** arising out of a **crisis event** that first commences during the policy period, provided that:

- such **crisis event** is first reported to us by the **insured** in writing during the policy period; and
- such **crisis assistance expenses** are directly related to the **crisis event**.

A **crisis event** will be deemed to first commence when a **key executive** first becomes aware of such **crisis event**.

A **crisis event** will be deemed to end at the earliest of the following times:

- one hundred and eighty (180) days after the notice of such **crisis event** was given to us; or
- when the Crisis Assistance Aggregate Limit shown in the Schedule has been used up.

All reports in connection with the same **crisis event** will be deemed to have been made at the time the first of those reports is made to us by any **insured** in writing.

Any payment of **crisis assistance expenses** that we make will not be an acknowledgement of coverage under this insurance.

We have no duty to investigate, defend or settle any claim, **suit** or other demand of any nature against any **insured** or any other person or organization.

Our obligations hereunder end when we have used up the applicable Limit of Insurance.

We have no other obligation or liability to pay expenses or perform acts or services under this coverage.

---

Under Limits of Insurance, the following provisions are added.

**Limits Of Insurance**

**Product Withdrawal  
Expenses Aggregate  
Limit**

The Product Withdrawal Expenses Aggregate Limit shown in the Schedule below is the most we will reimburse for all **product withdrawal expenses** arising out of all **defects**.

Any such sum we reimburse will reduce the amount of the Product Withdrawal Expenses Aggregate Limit. The remaining amount of any such limit is the most that will be available for any other payment.

**Crisis Assistance  
Expenses Aggregate  
Limit**

The Crisis Assistance Expenses Aggregate Limit shown in the Schedule below is the most we will pay for the sum of all **crisis assistance expenses**.

Any such sum we pay will reduce the amount of the Crisis Assistance Expenses Aggregate Limit. The remaining amount of any such limit is the most that will be available for any other payment.

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**CHUBB®**

## ***Liability Insurance***

### ***Endorsement***

***Effective Date*** DECEMBER 4, 2020

***Policy Number*** 3603-87-65 EUC

---

With respect to the coverage titled Product Withdrawal Expenses, the following exclusions are added.

### ***Exclusions***

#### ***Banned Materials***

This insurance does not apply to any **product withdrawal expenses** in connection with goods or products that have been distributed after any governmental organization has banned such goods or products (or any container, ingredient or part thereof) or declared them unsafe.

---

#### ***Deterioration***

This insurance does not apply to any **product withdrawal expenses** in connection with:

- expiration of normal shelf life;
- normal perishability; or
- normal deterioration or decomposition;

of goods or products.

---

#### ***Kindred Goods Or Products***

This insurance does not apply to any **product withdrawal expenses** in connection with goods or products from any lot or batch for which it can be readily determined that none of such goods or products from that lot or batch have a **defect**, even if such **insured product** from another lot or batch of kindred goods or products have been determined to have **defects**.

---

#### ***Known Defects***

This insurance does not apply to any **product withdrawal expenses** in connection with any **insured product** which has a **defect** if such **defect** was known, or should have been known, by any **insured** prior to the:

- effective date of this insurance; or
- delivery of such **insured product** by any **insured** or any person or organization acting on any **insured's** behalf.

---

#### ***Prior Goods Or Products Of Acquired Or Formed Organizations***

This insurance does not apply to any **product withdrawal expenses** in connection with any goods or products manufactured, sold, handled or distributed by an organization any **insured** acquires or forms at any time, if such goods or products were manufactured, sold, handled or distributed before such **insured** acquired or formed such organization.

---

#### ***Waste Sites***

This insurance does not apply to any **product withdrawal expenses** in connection with goods or products located at any premises, site or location which is or was at any time used for the handling, storage, disposal, processing or treatment of waste.

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---

## **Exclusions**

*(continued)*

### ***Willful Violation Of Law***

This insurance does not apply to any **product withdrawal expenses** in connection with any willful violation of any statute, regulation, ordinance or other law, or any governmental directive or order.

---

With respect to the coverages titled Product Withdrawal Expenses and Crisis Assistance Expenses, the following conditions are added.

## **Conditions**

### ***Abandonment***

There can be no abandonment of property to us unless we specifically agree to such abandonment in writing.

---

### ***Duties In The Event Of A Crisis Event***

You must see to it that within forty-eight (48) hours of a **crisis event** that would be expected by the **insured**, or from the standpoint of a reasonable person in the circumstances of the **insured**, to result in damages to which this insurance would apply that we are notified of such event.

To the extent possible, notice should include:

- how, when and where the **crisis event** took place;
- the names and addresses of any injured persons and witnesses;
- the nature and location of any injury or damage arising out of the **crisis event**; and
- the reason why the **crisis event** is likely to involve injury or damage to which this insurance applies.

Any limitation in any condition with respect to voluntary payments does not apply to the coverage titled Crisis Assistance Expenses, unless such payment is one that requires our consent as specified in the definition titled **crisis assistance expenses**.

---

### ***Duties In The Event Of A Defect***

- A. The **insured** must give us immediate written notice upon discovery, or upon notification by a governmental organization, that an **insured product** has a **defect** which makes it necessary to regain control over any **covered products**.
- B. All **insureds** must immediately make every reasonable effort to stop any release, shipment, consignment or other distribution of any:
  - 1. **covered products** which are known or suspected to have a **defect**; and
  - 2. kindred goods or products until it is determined that those goods or products do not have **defects**.
- C. As often as we reasonably require, any **insured** must:
  - 1. permit us to inspect and make copies of records which support all **product withdrawal expenses** claimed;
  - 2. cooperate with us in the investigation or settlement of any claim; and
  - 3. permit us to examine any person under oath, outside the presence of any other person and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including any **insured's** books and records. In the event of an examination, answers of the person we examine must be signed.



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### **Conditions**

#### ***Duties In The Event Of A Defect (continued)***

- D. Within ninety (90) days after any **insured's** report of a **defect** to us, such **insured** must see to it that we are sent a sworn written statement containing the following information:
1. copy of any written notification from a governmental organization directing that control be regained over **covered products**;
  2. documentation that supports your decision to regain control over any goods or **covered products**;
  3. a complete description and proof of the **defect**, including its cause;
  4. a listing that identifies the applicable **covered products**, including batch or lot numbers, serial numbers and dates of manufacture; and
  5. an itemized estimate of the **product withdrawal expenses**.

---

#### ***Loss Determination***

In making any loss determination under this insurance we will utilize relevant sources of information, including:

- financial records and accounting procedures; and
- bills, invoices and other vouchers.

The amount of loss will be determined based on:

- **product withdrawal expenses** which exceed normal operating expenses; and
- other necessary expenses which reduce **product withdrawal expenses** that otherwise would have been incurred.

We will deduct from the total of such expenses the salvage value that remains of any property bought for temporary use in connection with regaining control over **covered products**.

---

#### ***Loss Payment***

We will reimburse the insured for covered **product withdrawal expenses** within thirty (30) days after we receive the sworn written statement, as described under the condition titled Duties In The Event Of Discovery Of A Defect, if all **insureds** have complied with all of the terms of this insurance, and we have reached an agreement on the amount of loss.

---

#### ***No Benefit To Others***

This insurance is for the benefit of **insureds**. No other person or organization may benefit directly from it.

---

---

## **Conditions**

(continued)

### **Other Insurance**

If any **insured** has **other insurance** covering loss which is also covered by this insurance, we will only reimburse the **insured**, or will pay for the amount of loss, to which this insurance applies, in excess of the amount due from that **other insurance**, whether collectible or not.

This provision does not apply to insurance negotiated specifically to apply in excess of this insurance.

---

### **Reduction Of Expenses**

All **insureds** must take all reasonable steps to minimize **product withdrawal expenses** and **crisis assistance expenses**.

---

With respect to the coverage titled Product Withdrawal Expenses, under Definitions the following definitions are added.

## **Definitions**

### **Covered Products**

**Covered product** means any:

- **insured product**; or
- goods or products which incorporate an **insured product** as a container, part or ingredient and from which the **insured product** cannot practically be removed;

which are in the possession of a person or organization, other than an **insured**, at the time the **insured** discovers a **defect** to which this insurance applies.

---

### **Defect**

**Defect** means an actual harmful condition which:

- is not intended by any **insured**;
- a reasonable person in the circumstances of the **insured** would not expect;
- arises out of the conduct of any **insured**, or person or organization acting on behalf of any **insured**; and
- causes, or presents a substantial likelihood of causing, **injury**.

**Defect** does not include any actual, alleged or threatened condition arising out of malicious:

- alteration; or
- contamination;

of goods or products.

---

### **Injury**

**Injury** means:

A. serious physical:

1. injury;
2. sickness; or

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### ***Definitions***

*Injury*  
(continued)

3. disease;  
sustained by a person; or
- B. substantial physical injury to tangible property.
- Injury** does not include physical injury to any:
- **insured product**; or
  - property owned by any **insured**.

---

*Insured Product*

**Insured product** means:

- A. goods or products (other than real property) manufactured, sold, handled or distributed by:
1. any **insured**; or
  2. others trading under any **insured**'s name; and
- B. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

---

*Other Insurance*

**Other insurance** means a policy of insurance or any type of self-insurance or other mechanism by which an **insured** arranges for funding of loss.

---

*Product Withdrawal Expenses*

**Product withdrawal expenses** means that part of the following expenses which are devoted exclusively to regaining control over **covered products**:

- broadcast, electronic, printed, telecast and telephonic announcements, communications and notices;
  - transportation and storage of **covered products** or replacements thereof; or
  - destruction and disposal of **covered products**,
- including, but solely in connection with the foregoing:
- overtime remuneration, transportation and accommodation of the **insured**'s regular **employees**; and
  - procurement, remuneration, transportation and accommodation of persons other than the **insured**'s regular **employees**.

---

## Definitions

### *Product Withdrawal Expenses (continued)*

**Product withdrawal expenses** does not include any:

- cost or expense to correct any **defect**;
- cost or expense of inspecting, adjusting or repairing any **covered product** or any other property;
- cost or expense of removing any **insured product** from any **covered products** or from any other property;
- cost of the product, replacements thereof or of any other property;
- refund to any person or organization, including any cost or expense in connection with such refund; or
- cost or expense in connection with the realization, maintenance or recovery of market share, goodwill, reputation, revenue or profit.

---

With respect to the coverage titled Crisis Assistance Expenses, under Definitions the following definitions are added.

## Definitions

### *Crisis Assistance Expenses*

**Crisis assistance expenses** means the following expenses incurred by the **insured** during a **crisis event** to which this insurance applies which are directly attributable to a **crisis event**:

- expenses to secure the scene of a **crisis event**;
- fees charged by a **crisis assistance service provider** for professional service or advice;
- funeral or related service expenses;
- psychological or grief counseling expenses;
- temporary living expenses;
- travel expenses; and
- any other expenses approved by us.

---

### *Crisis Assistance Service Provider*

**Crisis assistance service provider** means any crisis management firm or service provider with crisis management capabilities that is hired by you, provided such firm or service provider is not you or any of your **employees** or directors, managers, **officers**, partners or workers (whether or not any of the foregoing is an **employee**).

We do not provide or make any representations or warranties in connection with the services provided by firms hired by you.

---

### *Crisis Event*

**Crisis event** means an event that you reasonably believe has resulted, or may result in:

- damages to which this insurance applies; and
  - significant adverse regional or national media coverage.
-

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***Definitions***  
(continued)

***Key Executive***

**Key executive** means your:

- Chief Executive Officer, Chief Operating Officer, Chief Financial Officer or such officer's equivalents;
- president;
- general counsel;
- director or manager (if you are a limited liability company);
- member (if you are a partnership, joint venture or limited liability company); or
- partner (if you are a partnership).

---

***Schedule***

Limits Of Insurance:

Product Withdrawal Expenses Aggregate Limit: \$50,000

Crisis Assistance Expenses Aggregate Limit: \$50,000

All other terms and conditions remain unchanged.

***Authorized Representative***



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*Name of Company* CHUBB INSURANCE COMPANY OF NEW JERSEY  
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---

This Endorsement applies to the following forms:

GENERAL LIABILITY

---

Under Who Is An Insured, the following provision is added.

**Who Is An Insured**

**Owners, Lessees Or  
Contractors - Ongoing  
Operations**

A. Persons or organizations shown in the Schedule below are **insureds**; but they are **insureds** only with respect to their liability for **bodily injury, property damage, advertising injury** or **personal injury** caused, in whole or in part, by:

1. your acts or omissions; or
2. the acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the person or organization shown in the Schedule at the applicable location described in the Schedule.

However,

- the insurance afforded to such person or organization only applies to the extent permitted by law; and
- if coverage provided to the person or organization is required by a contract or agreement, the insurance afforded to the person or organization will not be broader than that which you are required by such contract or agreement to provide for the person or organization.

---

**Liability Endorsement**  
(continued)

- B. However, no person or organization is an **insured** for **bodily injury** or **property damage** occurring after:
1. all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the person or organization shown in the Schedule at the applicable location described in the Schedule has been completed; or
  2. that portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

---

**Schedule**

Designated Owner, Lessee Or Contractor

ANY PERSON(S) OR ORGANIZATIONS(S) WHERE REQUIRED BY  
WRITTEN CONTRACT THAT IS EXECUTED PRIOR TO THE  
DATE OF LOSS.

All other terms and conditions remain unchanged.

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This Endorsement applies to the following forms:

EMPLOYEE BENEFITS ERRORS OR OMISSIONS  
GENERAL LIABILITY

---

A new section titled Terrorism Provisions is added to the end of this contract.

**Terrorism Provisions**

**Cap On Certified  
Terrorism Losses**

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a calendar year; and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

A new section titled Terrorism Definitions is added.

**Terrorism Definitions**

**Certified Act Of Terrorism**

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury of the United States to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure;  
and
- B. that results in damage:
  - 1. within the **United States**; or



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**Liability Insurance**  
(continued)

2. outside of the **United States** in the case of:

- a. an air carrier or vessel as described in the **terrorism law**; or
- b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
  - influence the policy or affect the conduct of the Government,
- of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

---

**State**

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

---

**Terrorism Law**

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 as amended.

---

**United States**

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

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---

This Endorsement applies to the following forms:

CONTINUUM GENERAL LIABILITY

---

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this contract.

***Exclusion  
Endorsement***

***Asbestos***

With respect to all coverage(s) under this contract:

- A. this insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos**.
- B. this insurance does not apply to any damages, loss, cost or expense arising out of any:
  - 1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **asbestos**; or
  - 2. claim or proceeding by or on behalf of a governmental authority or others for damages, loss, cost or expense because of testing for, monitoring, cleaning-up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects **asbestos**.

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**Liability Endorsement**  
(continued)

**Definitions**

The following definition is added to this policy and replaces any similar definition contained therein.

**Asbestos**

**Asbestos** means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

All other terms and conditions remain unchanged.

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This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Policy Exclusions, the exclusion titled Pollution is deleted and replaced by the following. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

**Policy Exclusions**

**Pollution**

With respect to all coverages under this contract:

- A. this insurance does not apply to any damages, loss, cost or expense arising out of any actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
1. at or from any premises, site or location which is or was at any time owned or occupied by, or loaned or rented to, any **insured**;
  2. at or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of **waste**;
  3. which are or were at any time transported, handled, stored, disposed of, processed or treated as **waste** by or for any:
    - a. **insured**; or
    - b. person or organization for whom any **insured** may be legally responsible; or

---

## Policy Exclusions

### Pollution (continued)

4. at or from any premises, site or location on which any **insured** or any contractor or subcontractor working directly or indirectly on any **insured's** behalf is performing operations, if the:
  - a. **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor; or
  - b. operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.
- B. subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** caused by the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such operating fluids escape directly from that particular part of such **mobile equipment** designed by its manufacturer to hold, store or receive them. But, this exception does not apply if such **bodily injury** or **property damage** arises out of any discharge, dispersal, seepage, migration, release or escape of **pollutants**, that:
  1. was intended by the **insured**;
  2. would have been expected from the standpoint of a reasonable person in the circumstances of the **insured**;
  3. was a necessary part of operations performed by any **insured**, contractor or subcontractor; or
  4. occurred during the process of fueling the **mobile equipment** or changing or replenishing any operating fluid.
- C. subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** if sustained within a building and caused by the release of gaseous irritants or contaminants from materials brought into that building, in connection with the operations being performed by you or on your behalf by the contractor or subcontractor.
- D. subparagraph A.1. above does not apply to:
  1. **bodily injury** if sustained within a building and caused by the escape of gaseous irritants or contaminants from equipment used to heat, cool or dehumidify such building or heat water for personal use by the building's occupants or guests.
  2. **bodily injury** or **property damage** for which you may be held liable, if
    - a. you are a contractor;
    - b. the owner or lessee of such premises, site or location qualifies as an **insured** under the Who Is An Insured section of this policy with respect to your ongoing operations performed for such **insured** at the premises, site or location; and
    - c. such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any **insured** other than such owner or lessee.
- E. subparagraphs A.1. and A.4.a. above do not apply to **bodily injury** or **property damage** caused by heat, smoke or fumes from a **hostile fire**.
- F. this insurance does not apply to any damages, loss, cost or expense arising out of any actual, alleged or threatened:
  1. demand, order, request or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or

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### Policy Exclusions

#### Pollution (continued)

2. claim or proceeding by or on behalf of a governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.
- G. paragraph F. above does not apply to the liability for damages, for **property damage**, that the **insured** would have in the absence of such demand, order, request or regulatory or statutory requirement, or such claim or proceeding by or on behalf of a governmental authority.
- H. this exclusion does not apply to the liability for damages, for **property damage**, to a premises while rented to you or temporarily occupied by you with the permission of the owner and caused by a **hostile fire**, explosion, smoke or leakage from fire protective equipment.
- I. this exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

---

As used in this endorsement, the following words or phrases have the special meanings described below.

### Definitions

#### Waste

**Waste** includes materials to be recycled, reconditioned or reclaimed.

All other terms and conditions remain unchanged.

Authorized Representative



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***Liability Insurance***

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This Endorsement applies to the following forms:

GENERAL LIABILITY

---

Under Exclusions, the following exclusion is added. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

***Exclusion  
Endorsement***

***Loss Of Use Of  
Electronic Data***

With respect to all coverages under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any:

- corruption of;
- inability to access;
- inability to manipulate;
- loss of; or
- other injury or damage to or loss of use of;

any software, data or other information that is in electronic form.

This exclusion does not apply to:

- **bodily injury**; or
- physical injury to tangible property, including resulting loss of use of that property.

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***Liability Endorsement***  
*(continued)*

All other terms and conditions remain unchanged.

*Authorized Representative*





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This Endorsement applies to the following forms:

GENERAL LIABILITY

---

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

***Exclusion  
Endorsement***

***Alcoholic Beverage  
Type Businesses***

This insurance does not apply to any damages, loss, cost or expense for any **bodily injury** or **property damage** for which any person or organization may be held liable by reason of any:

- A. causing or contributing to the intoxication of any person.
- B. furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol.
- C. ordinance, regulation or statute relating to the distribution, gift, sale or use of alcoholic beverages.
- D. providing or failing to provide transportation with respect to any person that may be under the influence of alcohol in connection with any circumstances described in subparagraphs A., B. or C. above.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

For the purposes of this exclusion, consumption of alcoholic beverages brought on your premises (whether or not a fee is charged or a license is required for such activity) will not be deemed, in itself, to constitute the business of furnishing, selling or serving alcoholic beverages.

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***Liability Endorsement***  
*(continued)*

All other terms and conditions remain unchanged.

*Authorized Representative*



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This Endorsement applies to the following forms:

GENERAL LIABILITY

---

Under Policy Exclusions, the following exclusion is added:

***Policy Exclusions***

***Lead***

- A. This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **lead**.
- B. This insurance does not apply to any loss, cost or expense arising out of any:
- request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **lead**; or
  - claim or **suit** by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **lead**.

---

Under Definitions, the following definition is added:

***Definitions***

***Lead***

**Lead** means the element lead in any form, including its use or presence in any alloy, compound, by-product, or other material or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

All other terms and conditions remain unchanged.

*Authorized Representative*



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This Endorsement applies to the following forms:

GENERAL LIABILITY  
EMPLOYEE BENEFITS ERRORS OR OMISSIONS

---

Under Conditions, the following provision is added to the condition titled Other Insurance.

***Conditions***

***Other Insurance -  
Primary, Noncontributory  
Insurance - Scheduled  
Person Or Organization***

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

---

***Schedule***

Persons or organizations described in the Who Is An Insured section of this contract and that you are obligated, pursuant to a written contract or agreement, to provide with primary insurance as is afforded by this policy, but only to the minimum extent required by such contract or agreement.

All other terms and conditions remain unchanged.

***Authorized Representative***



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---

This Endorsement applies to the following forms:

GENERAL LIABILITY

---

Under Definitions, the definition titled Products-Completed Operations Hazard is deleted and replaced by the following:

### ***Definitions***

#### ***Products-Completed Operations Hazard***

##### **Products-completed operations hazard:**

- A. includes all **bodily injury** and **property damage** arising out of **your products** when the **bodily injury** or **property damage** occurs after physical possession of such products has been relinquished to others.

**Products-completed operations hazard** also includes all **bodily injury** and **property damage** occurring away from premises you own or rent and arising out of **your work** except work that has not yet been completed or abandoned.

**Your work** will be deemed completed when:

- all of the work called for in your contract or agreement has been completed.
- all of the work to be performed at the site has been completed, if your contract or agreement calls for work at more than one site.
- that part of the work completed at a site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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**Definitions**

**Products-Completed  
Operations Hazard  
(continued)**

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- B. does not include **bodily injury** or **property damage** arising out of:
1. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to you and that condition was created by the **loading or unloading** of that vehicle by any **insured**;
  2. the existence of tools, uninstalled equipment or abandoned or unused materials; or
  3. products or operations for which the classification in our rules indicates that such products or operations are not subject to the Products-Completed Operations Aggregate Limit of insurance.

All other terms and conditions remain unchanged.

Authorized Representative



**CHUBB®**

## ***Liability Insurance***

### ***Endorsement***

<i>Policy Period</i>	DECEMBER 4, 2020 TO DECEMBER 4, 2021
<i>Effective Date</i>	DECEMBER 4, 2020
<i>Policy Number</i>	3603-87-65 EUC
<i>Insured</i>	ALUMINUM SHAPES LLC
<i>Name of Company</i>	CHUBB INSURANCE COMPANY OF NEW JERSEY
<i>Date Issued</i>	DECEMBER 23, 2020

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This Endorsement applies to the following forms:

GENERAL LIABILITY

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Under Who Is An Insured, the following provision is added.

### ***Who Is An Insured***

#### ***Additional Insured - Scheduled Person Or Organization***

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
  - with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
-



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**Liability Endorsement**  
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

**Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

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**Schedule**

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED PURSUANT  
TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE  
AS IS AFFORDED BY THIS POLICY.

All other terms and conditions remain unchanged.

**Authorized Representative**



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***Common Policy Conditions Section***

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## ***Policy Conditions***

### ***Schedule of Forms***

*Policy Period* DECEMBER 4, 2020 TO DECEMBER 4, 2021  
*Effective Date* DECEMBER 4, 2020  
*Policy Number* 3603-87-65 EUC  
*Insured* ALUMINUM SHAPES LLC  
  
*Name of Company* CHUBB INSURANCE COMPANY OF NEW JERSEY  
*Date Issued* DECEMBER 23, 2020

The following is a schedule of forms issued as of the date shown above:

<i>Form Number</i>	<i>Edition Date</i>	<i>Form Name</i>	<i>Effective Date</i>	<i>Date Issued</i>
80-02-9001	6-98	HOW TO REPORT A LOSS	12/04/20	12/23/20
80-02-9090	6-05	COMMON POLICY CONDITIONS	12/04/20	12/23/20
80-02-9301	2-98	NAMED INSURED	12/04/20	12/23/20
80-02-9790	3-12	COND - CIVIL UNIONS OR DOMESTIC PARTNERSHIPS	12/04/20	12/23/20
80-02-9800	12-08	INSURING AGREEMENT	12/04/20	12/23/20
80-02-9803	3-14	CANCEL AND NON-RENEW COND AMEND - DAYS NOTICE	12/04/20	12/23/20
99-10-0732	1-15	NOTICE TO POLICYHOLDERS-TRIPRA	12/04/20	12/23/20
99-10-0792	9-04	IMPORTANT NOTICE - OFAC	12/04/20	12/23/20
99-10-0872	6-07	AOD POLICYHOLDER NOTICE	12/04/20	12/23/20

*last page*

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## ***Common Policy Conditions***

### ***Contract***

#### ***Conditions***

The following Conditions are included under each part of the policy, unless stated otherwise.

#### ***Audit Of Books And Records***

We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.

#### ***Cancellation***

The first named insured may cancel this policy or any of its individual coverages at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect.

We may cancel this policy or any of its individual coverages at any time by sending to the first named insured a notice 60 days (20 days in the event of non-payment of premium) in advance of the cancellation date. Our notice of cancellation will be mailed to the first named insured's last known address, and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

The earned premium will be computed on a pro rata basis. Any unearned premium will be returned as soon as practicable.

#### ***Changes***

This policy can only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorized representatives.

#### ***Compliance By Insureds***

We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with all of the terms and conditions of the policy.

#### ***Compliance With Applicable Trade Sanctions***

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

#### ***Conformance***

Any terms of this insurance which are in conflict with the applicable statutes of the State in which this policy is issued are amended to conform to such statutes.

#### ***First Named Insured***

The person or organization first named in the Declarations is primarily responsible for payment of all premiums. The first named insured will act on behalf of all other named insureds for the giving and receiving of notice of cancellation or nonrenewal and the receiving of any return premiums that become payable under this policy.

#### ***Inspections And Surveys***

We may:

- make inspections and surveys at any time;
- give you reports on the conditions we find; and
- recommend changes.

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## **Conditions**

### ***Inspections And Surveys (continued)***

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- are safe or healthful; or
- comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations for us.

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### ***Titles Of Paragraphs***

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

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### ***Transfer Of Rights And Duties***

Your rights and duties under this insurance may not be transferred without our written consent. However, if you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative, or to anyone having temporary custody of your property until your legal representative has been appointed.

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### ***When We Do Not Renew***

If we decide not to renew this policy, we will mail or deliver to the first named insured's last known address, written notice of the nonrenewal not less than 60 days before the expiration date. If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice.

***Common Policy Conditions Section***

***Endorsements***

**CHUBB®**

***Policy Conditions***

***Endorsement***

<i>Policy Period</i>	DECEMBER 4, 2020 TO DECEMBER 4, 2021
<i>Effective Date</i>	DECEMBER 4, 2020
<i>Policy Number</i>	3603-87-65 EUC
<i>Insured</i>	ALUMINUM SHAPES LLC
<i>Name of Company</i>	CHUBB INSURANCE COMPANY OF NEW JERSEY
<i>Date Issued</i>	DECEMBER 23, 2020

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This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

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Under Conditions, the following condition is added.

***Conditions***

***Civil Unions Or Domestic Partnerships***

All references in the policy to “spouse” include a party to a civil union or domestic partnership recognized under the applicable law of the jurisdiction having authority.

All other terms and conditions remain unchanged.

***Authorized Representative***



**CHUBB®**

***Policy Conditions***

***Endorsement***

<i>Policy Period</i>	DECEMBER 4, 2020 TO DECEMBER 4, 2021
<i>Effective Date</i>	DECEMBER 4, 2020
<i>Policy Number</i>	3603-87-65 EUC
<i>Insured</i>	ALUMINUM SHAPES LLC
<i>Name of Company</i>	CHUBB INSURANCE COMPANY OF NEW JERSEY
<i>Date Issued</i>	DECEMBER 23, 2020

---

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

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**SCHEDULE**

Cancellation Number Of Days Notice (Except Non-Payment Of Premium): 90  
Cancellation Number Of Days Notice (Non-Payment Of Premium): 10  
Non-Renewal Number Of Days Notice: 90

---

Under Conditions, the following are added:

***Conditions***

<b><i>Cancellation Or Non-Renewal Laws</i></b>	Nothing in this endorsement shall be considered to violate any applicable laws governing cancellation or non-renewal of this policy.
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<b><i>Cancellation</i></b>	Notwithstanding any other term or condition to the contrary, the applicable number of days required for notice of cancellation is equal to the number of days shown in the Schedule above.
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**Conditions**  
(continued)

**When We Do Not Renew** Notwithstanding any other term or condition to the contrary, the applicable number of days required for notice of non-renewal is equal to the number of days shown in the Schedule above.

All other terms and conditions remain unchanged.

Authorized Representative



**CHUBB®**

***Policy Conditions***

***Endorsement***

*Policy Period* DECEMBER 4, 2020 TO DECEMBER 4, 2021  
*Effective Date* DECEMBER 4, 2020  
*Policy Number* 3603-87-65 EUC  
*Insured* ALUMINUM SHAPES LLC  
  
*Name of Company* CHUBB INSURANCE COMPANY OF NEW JERSEY  
*Date Issued* DECEMBER 23, 2020

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This Endorsement applies to the following forms:

LIABILITY DECLARATIONS

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The Named Insured is amended to include the following:

***Named Insured***

ALUMINUM SHAPES, LLC  
DELAIR ALUMINUM, LLC

All other terms and conditions remain unchanged.

*Authorized Representative*



**CHUBB®**

***Liability Insurance***

***Endorsement***

<i>Policy Period</i>	DECEMBER 4, 2020 TO DECEMBER 4, 2021
<i>Effective Date</i>	DECEMBER 4, 2020
<i>Policy Number</i>	3603-87-65 EUC
<i>Insured</i>	ALUMINUM SHAPES LLC
<i>Name of Company</i>	CHUBB INSURANCE COMPANY OF NEW JERSEY
<i>Date Issued</i>	DECEMBER 23, 2020

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This Endorsement applies to the following forms:

GENERAL LIABILITY

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Under Conditions, the following condition is added.

***Conditions***

***Composite Rate***

The premium for the coverages in the Declarations will be computed on a composite basis in accordance with our rules and rates and other conditions of the policy.

We will compute the deposit premium at the inception of the policy term by applying the composite rate to the estimated annual exposure base shown in the Schedule.

The earned premium will be determined by our audit at the termination or expiration of the policy term by applying the composite rate to the annual exposure base.

***Schedule***

**PREMISES OPERATIONS LIABILITY**

Deposit Premium:	7,051
Composite Rate:	.252
Exposure Base:	POUNDS OF ALUMINUM
Estimated Annual Exposure:	28,000,000

**PRODUCTS COMPLETED OPERATIONS LIABILITY**

Deposit Premium:	27,030
Composite Rate:	.965
Exposure Base:	POUNDS OF ALUMINUM
Estimated Annual Exposure:	28,000,000

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**Conditions**  
(continued)

All other terms and conditions remain unchanged.

Authorized Representative

